



**TOWN OF GRAFTON**  
GRAFTON MEMORIAL MUNICIPAL CENTER  
30 PROVIDENCE ROAD

GRAFTON, MASSACHUSETTS 01519  
(508) 839-5335 ext 1100 • FAX (508) 839-4602  
[www.grafton-ma.gov](http://www.grafton-ma.gov)

**BOARD OF SELECTMEN  
MEETING AGENDA**

July 11, 2017  
Municipal Center, Conference Room A  
7:00 p.m.

**CALL TO ORDER**

**ANNOUNCEMENTS**

**1. SCHEDULE**

- a) [7:00PM – Town Administrator Appointment – Justin Sousa – Veterans Director for the Central Massachusetts Veterans Service District](#)

**2. APPOINTMENTS**

**Board of Selectmen**

- a) [Jessica Maposa – Election Worker](#)

**Town Administrator**

- a) [DPW Director – Paul Cournoyer](#)
- b) [Assistant Town Administrator – Rebecca Meekins](#)
- c) [Assistant Town Planner – Rachel Benson](#)

**3. RESIGNATIONS**

- a) [Ken Grew – Mill Villages Advisory Committee](#)

**4. NEW BUSINESS**

- a) [Vote to approve – Removal of structure located at 24 Courtland Way, Grafton, MA](#)
- b) [Vote to set fee – Beach Pavilion Rental](#)
- c) [Vote to sign – Contract with North Eastern Tree Service Inc. for Tree Cutting and Removal Services](#)
- d) [Vote to sign – Contract with UniFirst Corporation for Uniform Rental Services](#)

**5. SELECTMEN REPORTS / TA REPORTS**

## **6. CORRESPONDENCE**

## **7. DISCUSSION**

- a) [Adams Road Reconstruction](#)
- b) Use of CPC Funds for Assistant Town Planner Position
- c) [Bull Meadow Subdivision proposed Street Lights – Patrick McCarty](#)
- d) [Gristmill Estates Subdivision Street Light location](#)

## **8. MEETING MINUTES – [2/7/2017, 2/28/2017, 3/7/2017, 3/21/2017](#)**

### **EXECUTIVE SESSION**

MGL Chapter 30A, Sec. 21(3)

Litigation Update

Litigation Strategy

Union Negotiations

Land Negotiation

Non Union Negotiations

Strategy for Negotiations

Minutes

**ADJOURN**

# Justin G Sousa

www.linkedin.com/in/justingabrielsousa | [REDACTED]

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## Military Experience

**Massachusetts Army National Guard**  
Health Care Management Supervisor

**August 2007 – August 2014**  
Reading, MA

- Deployed to Afghanistan from 2011 to 2012, carrying out direct health care management for 40 staff.
- While deployed, regularly instructed 20 team members in the use of Microsoft Excel and PowerPoint advanced functions.
- Instruction of monthly training events covering Basic First Aid, Traumatic Brain Injuries, and Suicide Prevention Awareness for 150 participants.
- Trained and Certified 200 soldiers in the Combat Lifesaver Course, a didactic 40-hour class consisting of comprehensive written and physical skills assessments.
- Organized and supervised annual Health Assessment events for 1700 personnel.
- Instruction of Patient Assessment and Care process analysis and improvement.
- Experienced small group leader, conducted monthly job performance, goal setting, and career development counseling for 2 staff.

## Professional Experience

**Veterans Northeast Outreach Center**  
Case Manager

**December 2015 – Present**  
Marlboro, MA

- Manage Veterans and their families in transition from homeless status to self-sufficient permanent housing, including referrals for housing, benefits, employment, legal assistance, counseling, and health care services.
- Maintain up-to-date knowledge of local and federal benefits available to Veterans and families.
- Complete 38-page enrollment assessment and documentation of eligibility.
- Develop and document client specific case management plans.
- Input and track client information utilizing online database HMIS Service Point and Google Suite.

**Skyline ULTD**  
Assistant Case Coordinator

**September 2014 – November 2015**  
Hanscom AFB, MA

- In depth knowledge of privacy laws and regulations
- Proficient with basic medical terminology and clinic systems
- Ability to communicate effectively utilizing Microsoft Word, Excel, PowerPoint and Outlook.
- Assisted Non-Clinical Case Managers in maintaining a variety of files.
- Obtained medical reports or health information from other facilities or providers.



# Justin G Sousa

[www.linkedin.com/in/justingabrielsousa](http://www.linkedin.com/in/justingabrielsousa) | [REDACTED]  
[REDACTED]

## Education

**University of Massachusetts Dartmouth**  
Bachelor of Arts, History

**September 2002 – May 2009**  
Dartmouth, MA

Academics: American History, European History, Asian and Middle Eastern History, and Modern History from WWI to the Afghanistan War.

Activities: Residence Life, Relay for Life, Freshman mentor

## Organizations

- **American Legion**  
Member
- **AMVETS**  
Preliminary Member

**March 2015 – Present**  
Methuen, MA

**December 2016 – Present**  
Marlboro

## Awards & Certifications

Communications and Literacy MTEL ,  
History MTEL ,  
Army Achievement Medal - United States Army,  
Army Commendation Medal - United States Army,  
Army Introductory Leader Development Course Graduate w/ Honors ,  
Joint Service Commendation Medal - United States Army,  
Afghanistan Campaign Medal - United States Army,  
Certificate of Appreciation - 26th Maneuver Enhancement Brigade,

June 2016 Score: Passing  
July 2016 Score: Passing  
August 2014  
June 2012  
January 2012  
August 2011  
December 2011  
June 2010



CAUTION: NOT TO BE USED FOR  
IDENTIFICATION PURPOSES

THIS IS AN IMPORTANT RECORD.  
SAFEGUARD IT.

ANY ALTERATIONS IN SHADED AREAS  
RENDER FORM VOID

CERTIFICATE OF RELEASE OR DISCHARGE FROM ACTIVE DUTY				
This Report Contains Information Subject to the Privacy Act of 1974, As Amended.				
1. NAME (Last, First, Middle) SOUSA, JUSTIN GABRIEL		2. DEPARTMENT, COMPONENT AND BRANCH ARMY/ARNGUS		3. SOCIAL SECURITY NUMBER 031 66 5634
4a. GRADE, RATE OR RANK SGT	b. PAY GRADE E05	5. DATE OF BIRTH (YYYYMMDD) 19831029	6. RESERVE OBLIGATION TERMINATION DATE (YYYYMMDD) 20150827	
7a. PLACE OF ENTRY INTO ACTIVE DUTY READING, MASSACHUSETTS		b. HOME OF RECORD AT TIME OF ENTRY (City and state, or complete address if known) 47 NEWCASTLE ROAD BRIGHTON MASSACHUSETTS 02135		
8a. LAST DUTY ASSIGNMENT AND MAJOR COMMAND 010182INHC NG		b. STATION WHERE SEPARATED JFHQ - MA ARNG, MA 01731		
9. COMMAND TO WHICH TRANSFERRED ADJUTANT GENERAL MASSACHUSETTS 2 RANDOLPH RD HANSCOM AFB, MA 01731			10. SGLI COVERAGE <input type="checkbox"/> NONE AMOUNT: \$ 400,000.00	
11. PRIMARY SPECIALTY (List number, title and years and months in specialty. List additional specialty numbers and titles involving periods of one or more years.) 68W20 HEALTH CARE SPECIALIS - 5 YRS 11 MOS// NOTHING FOLLOWS		12. RECORD OF SERVICE		
		a. DATE ENTERED AD THIS PERIOD 2013 10 11		
		b. SEPARATION DATE THIS PERIOD 2014 08 26		
		c. NET ACTIVE SERVICE THIS PERIOD 0000 10 16		
		d. TOTAL PRIOR ACTIVE SERVICE 0003 10 28		
		e. TOTAL PRIOR INACTIVE SERVICE 0002 02 15		
		f. FOREIGN SERVICE 0000 00 00		
		g. SEA SERVICE 0000 00 00		
		h. INITIAL ENTRY TRAINING 0000 00 00		
13. DECORATIONS, MEDALS, BADGES, CITATIONS AND CAMPAIGN RIBBONS AWARDED OR AUTHORIZED (All periods of service) AFGHANISTAN CAMPAIGN MEDAL W/ 2 CAMPAIGN STARS//JOINT SERVICE COMMENDATION MEDAL// ARMY COMMENDATION MEDAL//ARMY ACHIEVEMENT MEDAL//ARMY GOOD CONDUCT MEDAL//ARMY RESERVE COMPONENT ACHIEVEMENT MEDAL//NATIONAL DEFENSE SERVICE MEDAL//GLOBAL WAR ON TERRORISM SERVICE MEDAL//CONT IN BLOCK 18		14. MILITARY EDUCATION (Course title, number of weeks, and month and year completed) NONE//NOTHING FOLLOWS		
15a. COMMISSIONED THROUGH SERVICE ACADEMY		<input type="checkbox"/> YES <input checked="" type="checkbox"/> X <input type="checkbox"/> NO		
b. COMMISSIONED THROUGH ROTC SCHOLARSHIP (10 USC Sec. 2107b)		<input type="checkbox"/> YES <input checked="" type="checkbox"/> X <input type="checkbox"/> NO		
c. ENLISTED UNDER LOAN REPAYMENT PROGRAM (10 USC Chap. 109) (If Yes, years of commitment: NA )		<input type="checkbox"/> YES <input checked="" type="checkbox"/> X <input type="checkbox"/> NO		
16. DAYS ACCRUED LEAVE PAID 0	17. MEMBER WAS PROVIDED COMPLETE DENTAL EXAMINATION AND ALL APPROPRIATE DENTAL SERVICES AND TREATMENT WITHIN 90 DAYS PRIOR TO SEPARATION		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <input checked="" type="checkbox"/> X	
18. REMARKS CONTINUOUS HONORABLE ACTIVE SERVICE: 20131011-20140826//MEMBER HAS COMPLETED FIRST FULL TERM OF SERVICE//ORDERED TO ACTIVE DUTY FROM 20131011 TO 20140826 UNDER TITLE 32 USC 502 F (HRE)//CONT FROM BLOCK 13: //NON COMMISSIONED OFFICER PROFESSIONAL DEVELOPMENT RIBBON //ARMY SERVICE RIBBON//OVERSEAS SERVICE RIBBON//ARMED FORCES RESERVE MEDAL W/ M DEVICE //NATO MEDAL//GERMAN ARMY MARKSMANSHIP BADGE BRONZE//NOTHING FOLLOWS				
The information contained herein is subject to computer matching within the Department of Defense or with any other affected Federal or non-Federal agency for verification purposes and to determine eligibility for, and/or continued compliance with, the requirements of a Federal benefit program.				
19a. MAILING ADDRESS AFTER SEPARATION (Include ZIP Code) 225 LITTLETON RD UNIT 10-203 CHELMSFORD MASSACHUSETTS 01824		b. NEAREST RELATIVE (Name and address - include ZIP Code) SUSANNE M SOUSA 23 HILL CREST ST DARTMOUTH MASSACHUSETTS 02747		
20. MEMBER REQUESTS COPY 6 BE SENT TO (Specify state/locality) MA		OFFICE OF VETERANS AFFAIRS <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
a. MEMBER REQUESTS COPY 3 BE SENT TO THE CENTRAL OFFICE OF THE DEPARTMENT OF VETERANS AFFAIRS (WASHINGTON, DC)		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
21a. MEMBER SIGNATURE NOT AVAILABLE TO SIGN	b. DATE (YYYYMMDD)	22a. OFFICIAL AUTHORIZED TO SIGN (Typed name, grade, title, signature) ESIGNED BY: BAILEY.NOEL.LLOYD.1008596480		b. DATE (YYYYMMDD) 20140911
NOEL BAILEY, MSG, PARC NCOIC				

SPECIAL ADDITIONAL INFORMATION (For use by authorized agencies only)		
23. TYPE OF SEPARATION RELEASE FROM ACTIVE DUTY		24. CHARACTER OF SERVICE (include upgrades) HONORABLE
25. SEPARATION AUTHORITY AR 635-200, CHAP 4	26. SEPARATION CODE MBK	27. REENTRY CODE 1
28. NARRATIVE REASON FOR SEPARATION COMPLETION OF REQUIRED ACTIVE SERVICE		
29. DATES OF TIME LOST DURING THIS PERIOD (YYYYMMDD) NONE		30. MEMBER REQUESTS COPY 4 (Initials) YES



## Grafton, MA

30 Providence Road

Phone: 508-839-5335

### Citizen Activity Form

*Good Government Starts with You*

**Date Submitted:** June 25, 2017

**Name:** Jessica Maposa

**Home Address:** 153 Old Westboro Road  
NORTH GRAFTON, MA 01536

**Mailing Address:** 153 Old Westboro Road  
NORTH GRAFTON, MA 01536

**Phone Number(s):** (508)667-2335 - Cell

**Email Address:** jessica.cmaposa@gmail.com

**Current Occupation/Employer:** Analyst/Motus

**Narrative:** I have M through F evening availability and weekends after 1PM. This past May, I graduated from Amherst College cum laude with degrees in Architectural Studies and Law, Jurisprudence, and Social Thought. While at Amherst, I served as a commissioner on the Human Rights Committee of Amherst.

**Board(s) / Committee(s):** ☐ BOARD OF REGISTRARS OF VOTERS  
☐ ELECTION WORKERS

Kandy Lavallee, Interim Town Clerk agrees with the appointment of Jessica Maposa as an Election Worker.

Paul Cournoyer



✓

March 20, 2017

Timothy McInerney  
Town Administrator  
30 Providence Road  
Grafton, MA. 01519



Subject: Department of Public Works Director

Dear Mr. McInerney:

Please accept this letter and attached resume as an indication of my sincere interest in the position of Department of Public Works Director (DPW Director) for the Town of Grafton (TOG). I am a graduate of the Grafton Public School system and Worcester State University with a B.S. Degree in Geography/Geology. I also hold certificate in Wastewater Treatment Technology from the University of Massachusetts Lowell. As my career with the TOG has progressed, I feel this is an excellent opportunity for the next stage of my advancement.

My career in public service with the Town started in 1983 when I joined the call fire department. I was then hired in 1986 as a summer laborer for the Grafton Sewer Dept. After spending 5 years in the private sector, I was hired full time in 1995 as the 5<sup>th</sup> employee of the sewer dept. My careers at the Grafton Sewer and Fire Depts have followed similar paths. In the fire dept I rose in rank from auxiliary firefighter to captain. The sewer dept. is a similar story from summer laborer to superintendent of the sewer dept.

I believe my dedication to community, fellow employees, and the organization were drivers in my promotions. As Superintendent of the Sewer Dept., I have been intimately involved with the planning, bidding, financing, and construction of the \$40 million dollar upgrades and expansion of the wastewater treatment facility. During my time as superintendent we have also replaced two large generators, completed more than 8,000ft of sewer extensions, added two new pump stations, developed a sustainable rate structure, and updated the town's intermunicipal agreement with the Town of Shrewsbury. We have also completed several updates to dept policies and standards, built a reliable GIS Map of the collection system and are in the process of designing \$3 million dollars of upgrades to the towns two major sewer pump stations.

Thank you for your time and consideration and I look forward to hearing from you.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul F. Cournoyer", with a long horizontal flourish extending to the right.  
Paul F. Cournoyer

## **Paul Cournoyer**

**Objective :** Advance my career with the Town of Grafton

### **Experience**

*Town of Grafton, Sewer Department*

*1995 - Present*

#### **Superintendent of the Sewer Department**

Responsible for the management, operation, and administration of the Town of Grafton Wastewater Treatment Plant and Collection System, to assure compliance with the towns NPDES permit

Supervise the work of subordinates, respond to and resolve: employee issues, system operating difficulties, and public complaints. Compile plant operating data, collection system data, and laboratory results in order to prepare accurate and timely regulatory agency reports. Prepare and administer the dept.fiscal operating budget. Assist consultants with the design, construction, and start- up of the \$40million dollar treatment plant improvements. Consult with the MADEP and USEPA to secure grants and other low interest funding for the treatment plant improvements. Serve as the Board of Sewer Commissioners daily representative and advisor. Develop dept. policies and sewer use rates.

Work with other Town Depts. and private developers to extend and expand the sewer system. Assure private compliance with dept. policy and standards.

*Advanced Environmental Technology Corporation*

*1990-1995*

#### **Supervisor**

Responsible for supervision of field crews on a daily basis at customer sites while performing the identification, hazard classification, packaging, manifesting and transportation of various chemical and hazardous wastes, to ensure compliance with federal, state and D.O.T. regulations.

*Town of Grafton, Fire Department*

*1983-Present*

#### **Captain**

Duties and responsibilities as a fire company officer include direction of firefighters in safe operations on the fire ground, at auto accidents, medical emergencies, and hazardous materials incidents. Ensure firefighters follow established dept. policies and procedures. Support and assist current firefighters and newer recruits with follow-up training. Promote public safety and property conservation.

### **Education**

University of Massachusetts, Lowell, MA Certificate in Wastewater Treatment Technology, 1999

Worcester State University, Worcester, MA Bachelor of Science, Geography/Geology, 1989

### **Certifications**

Wastewater Treatment Plant Operator, Grade 6 C Full, License #3543

Collection Systems Operator, Grade 3, License # C-3110

Massachusetts Class B drivers License

**Other Training:** Enterprise Accounting Systems, Treatment Plant Blueprint Reading, O & M of Wastewater Collection Systems, Pumps and Hydraulics, Care of Emergency Generators, Work Zone Safety, Incident Command System, Incident Management, Incident Response to Terrorist Bombings, Hazardous Waste Operations and Emergency Response, Flammable Gas LPG/LNG, Leadership II Strategies for Personal Success, Emergency Vehicle Operator, Confined Space, CPR and First Responder

**Rebecca A. Meekins**

May 22, 2017

Tim McInerney  
Town Administrator  
Town of Grafton  
30 Providence Road  
Grafton, MA 01519

Dear Mr. McInerney:

I am a responsible leader with substantive experience in local government and municipal services. I am eager to continue using my skills, experience and educational background in public administration and communications towards improving the effectiveness of local government organizations. My passion for the field and my dynamic experience and background give me great confidence that I can meet and exceed the expectations for the position of Assistant Town Administrator for the Town of Grafton.

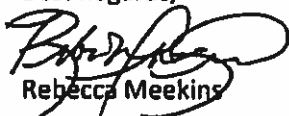
In my current position as the Assistant to the Town Administrator, I work closely with other town departments to develop and implement policies, create and monitor budgets, and procure services and supplies for the town. I created a Records Retention Policy using recent state statutes and surrounding community comparisons in order to comply with records retention laws. I worked directly on the creation of the Fiscal Year 2018 budget, which included troubleshooting an initial approximate \$1 million shortfall in order to present a balanced budget to Town Meeting. I have a firm understanding of laws that relate directly to the management of local governments, including Proposition 2 ½, the concept of overrides, underrides, and debt exclusions.

Prior to my position as Assistant to the Town Administrator in Grafton, I oversaw the intake and processing of thousands of public housing applications for the Newton Housing Authority. This required that I stay abreast policy changes regarding the requirements for these programs. I regularly assisted applicants in filling out applications and scheduled presentations to Newton residents to make them aware of the affordable housing options in the city. While working for the Town of Weston, I provided analytical support to the budgeting process as well as maintained databases of historical budgetary information to inform decisions made by the Town Manager and Board of Selectmen.

I believe that regional collaboration is the necessary future to provide the wide range of services that municipalities are expected to deliver. As state aid lowers, and mandates continue to be handed down to towns, regional approaches to service delivery are becoming more commonplace. I am very interested in being a part of this dynamic future in local government services.

I believe in taking initiative and experimenting with innovative ways to improve the effectiveness and efficiency of local government services. My professional skills, in depth general knowledge municipal services, and relevant laws and regulations give me confidence that I can exceed the expectations for the position of Assistant Town Administrator for the Town of Grafton.

Best Regards,

  
Rebecca Meekins

## **Rebecca A. Meekins**

### **SUMMARY:**

Passionate and dedicated with a background in Non-Profit and Public Administration. Professional experience with budget development and analysis, financial analysis, policy analysis, recreation program development, supervisory experience, state and federal housing programs, human resource administration, case management and human services, and social media marketing and communications.

### **EDUCATION**

• **Clark University, Worcester, MA:**

**Master of Public Administration, Class of 2012**

• **Clark University, Worcester, MA:**

**Bachelor of Arts in Communications & Culture, Class of 2011**

**Minors: Political Science, English**

**-Graduated Cum Laude, GPA: 3.52**

### **RELEVANT EXPERIENCE:**

#### **The Town Administrator's Office, Grafton, Massachusetts:**

**October 2016-Current**

*Assistant to the Town Administrator*

Provide ongoing support and assistance to the Board of Selectmen and the Town Administrator's Office. Daily responsibilities consist of administrative tasks, managing correspondence, and assisting citizens as they visit the Town Administrator's Office.

- Administers the Town's worker's compensation program as well as casualty, general liability and professional liability insurance policies, processes insurance claims and follows up on claims.
- Coordinates Town Meeting activities.
- Assists the Town Administrator in overall operational matters and a variety of Town management issues; advises and assumes responsibility for administrative details.
- Conduct research and prepare reports which include comparative data from surrounding communities.
- Review and develop policies.
- Advise on all budgetary matters, including oversight of the current fiscal year budget, as well as development of future fiscal year budgets.
- Represents the Office of the Town Administrator at various meetings of professional and civic groups.
- Leads in obtaining competitive bids in accordance to state laws, evaluates contracts for goods and services for all departments who request assistance.

#### **Newton Housing Authority, Newton, Massachusetts**

**September 2015 – September 2016**

*Application Review Specialist*

Oversee the intake of applications for all State and Federal Housing Programs for the Newton Housing Authority.

- Assist applicants in filling out housing applications.
- Process all state and federal applications in accordance with state and federal regulations.
- Update and manage applications for thousands of applicants on various state and federal waiting lists.
- Manage the Public Housing Authorities database for all Newton applicants.
- Provide status updates to applicants upon request.
- Give informational sessions to Newton residents about the application process and programs available.
- Assist the Director of Administration and Occupancy Specialists in various duties related to placing tenants and managing tenant and applicant conflict.

#### **Scattered Sites Family Shelter Services, Centerboard, Inc.**

**October 2014 – September 2015**

*Case Manager*

Oversee a caseload of 10-15 families and for providing direct support to families residing in shelter.

- Maintain client records including highly confidential and sensitive information.

## **Rebecca A. Meekins**

- Update progress notes according to goal plans and family re-housing plans.
- Complete referrals for therapy and psychological evaluations when necessary.
- Build and update the government mandated ETO software program for review by the Department of Housing and Community Development.
- Assist families in researching and applying for various housing options.
- Access community, state and federal services to assist families in transition.

### **Finance Department, Town of Weston, Massachusetts (11,800):**

**April 2014 – October 2014**

#### ***Financial Analyst***

Responsible for technical and administrative work in supporting departments in the annual budgeting process, the forecasting of revenues and expenses, and the monitoring of budgets.

- Analysis of budgets and review of programs and policies affecting the budget.
- Maintain database of budget history, including Financial Impact Analysis Assessment.
- Develop multi-year forecasts of revenues and expenditures to assist in budget preparation.
- Create reports in MUNIS and train staff on accessing financial reports.
- Respond to finance and budget related inquiries from staff, management and the public.
- Coordinate annual audit between Town departments and auditors.

### **The Town Administrator's Office, Grafton, Massachusetts (17,500):**

**July 2012-April 2014**

#### ***Administrative Assistant to the Board of Selectmen, Constable, Notary Public***

#### ***Interim Public Access Lead Assistant, Grafton Cable Television***

#### ***Interim Recreation Director, Grafton Recreation Department***

Provide ongoing support and assistance to the Board of Selectmen and the Town Administrator's Office.

Daily responsibilities consist of administrative tasks, managing correspondence, and assisting citizens as they visit the Town Administrator's Office.

- Preparing minutes and agendas for all Board of Selectmen meetings.
- Formatting and posting all Town Meeting Warrants.
- Formatting, developing and publishing the Town Report.
- Handling all insurance claims and reports for the Town's Personnel Office.
- Overseeing the renewal and application process for all Board permitted licenses, including liquor.
- Assist in the budget analysis and development process.
- Procurement of services for the Town, bid preparation and openings.
- Supervised two Town Cable Television employees.
- Supervised three Recreation employees.
- Handle all Recreation procurement and contracts, oversee major Recreation events.
- Submit the Fiscal Year 2015 operating budget for the Recreation Department.

### **The Town Administrator's Office, Grafton, Massachusetts (17,500)**

**January-June 2012**

#### ***Budget Analyst and Communications Intern***

Provide ongoing support and assistance to the Town Administrator's Office, the Board of Selectmen, the Recreation Department, and the Personnel Office.

- Budget development and analysis for Fiscal Year 2013.
- Perform cost-benefit analysis of contracts presented to the town.
- Streamlined personnel policies alongside the Assistant Town Administrator.
  - Assisted the Recreation Department in the development of their summer of 2012 recreational program marketing handbook.
- Took minutes for Board of Selectmen meetings.

**RACHEL E. BENSON**

**April 10, 2017**

**Mr. Joseph Laydon  
Town Planner  
Town of Grafton  
30 Providence Road  
Grafton, MA 01519**

**Dear Mr. Laydon,**

**It is with the utmost enthusiasm, I would like to express my interest in the Assistant Town Planner position with the Town of Grafton. I am enrolled in UMass Boston's Urban Planning Master's program and as you will see in my attached resume, I have experience in various aspects of the planning process and am eager to share and gain more knowledge about this profession.**

**My interest in planning has lead me to take a more active role in my community; serving on both the Planning and Zoning boards. These roles have helped introduce me to the local and state land use laws and take into consideration the long term goals they will achieve and how they fit in with nature. I am always looking to learn more about planning and do this by attending workshops in Low Impact Development, Design Charrettes, Pedestrian planning to name a few. I also intend on becoming a LEED AP + ND certified.**

**I am consistently looking for challenges that highlight opportunities where I can learn and do more in this profession. I believe my work experience and "can-do,, personality will help the Town of Grafton attain its goals and I look forward to meeting with you to discuss the job position further.**

**Sincerely,**

**Rachel Benson**



## RACHEL E. BENSON

### Employment Objective

A career as a Planner, focusing on sustainability and geospatial technologies to streamline processes and incorporating effective policies.

### Education

**University of Massachusetts - Boston, Boston, MA**

Master of Urban Planning and Community Development

*Sept. 2019*

*Anticipated completion September 2019*

**Bridgewater State University, Bridgewater, MA**

Bachelor of Science in Geography

**May 2015**

Grade Point Average 3.72 on 4.00 scale

### EXPERIENCE

**Designer/Land Use Specialist, Meridian Associates, Inc.**

September 2016 - Present

- Researching and analyzing data on existing land use, environmental policies and regulatory restrictions for project design compliance and consistency
- Support project managers on a variety of land use planning and engineering support activities
- Work and interact with communities and elected/appointed officials during the permitting process, public hearings and approval process
- Organize, prepare and file environmental and land development permits
- Create maps and site design drawings using AutoCAD Civil 2016
- Preparation of site/land development graphics for presentations

**CAD Technician, Nitsch Engineering, Boston, MA**

November 2010-September 2016

- Drafting proposal responses
- Conduct due diligence by performing plan and in-house research
- Analyze and create accurate maps from field data, laser scanning, notes and sketches
- Conform to company's and client's drafting standard and client total quality management process
- Collaborate with various levels of professionals on project specifics
- Research, edit and perform GIS data analysis for environmental studies
- Facilitate CAD meetings to create standard operating procedures and supporting documentation and performed initial training for new employees

**Planning Intern, Town of Bridgewater, MA**

January 2014-May 2014

- Assisted Master Planning Committee updating maps and Master Plan documents based on concepts from consultant

- Exposed to a variety of meetings involving the Community Preservation Committee, "Nucky,, Greenway Project, and Master Planning Update Committee
- Helped streamline GIS map data by incorporating Assessor's database, identified areas of missing tax information
- Created GIS database for Town owned trail system using information gathered using handheld GPS system, noted areas of safety concerns

**Engineering Journeyman, United States Air Force, Bagram, AFG (Active Deployment)**

January 2009-October 2009

- Performed surveys for excavation, asset location, existing conditions for design feasibility studies using GPS equipment
- Incorporated data for use in base wide map updates
- Created lesson plans and "Lessons Learned,, for replacement teams
- Taught Afghanis basic surveying concepts and equipment operation for job placement

**Survey Technician, Applewood Survey, Holliston, MA**

June 2008-March 2010

- Performed property research at various Assessor's offices and Registry of Deeds
- Gathered boundary and topographic details using TOPCON 815A Total Station
- Created accurate plans from field data
- Assisted with archiving client files and data in office

**Assistant Project Manager, Campanelli Companies, Braintree, MA**

February 2007-April 2008

- Plan management, contacting subcontractors for bidding, sending out required documents while meeting project deadlines
- Responsible for issuing safety violations to subcontractors, provided "take-off,, when needed for QA/QC
- Maintained archived storage and transmittals both electronic and hard copies

**Engineering Journeyman, United States Air Force Reserve, Chicopee, MA**

June 2005-June 2011

- Developed and updated existing conditions plans for use in annual training
- Perform Quality Assurance for plan completion
- Provide surveys for roadway and building design and construction
- Assisted with various administrative duties; checklist creations, inventory and pallet building

**Additional Activities**

Plainville Planning Board - 2016-2021

Plainville ZBA - 2014-2019

Energy Committee - 2016



**KENNETH J. GREW, Ph.D.**

**Arbitrator ♦ Education Consultant**



June 28, 2017

Timothy P. McInerney, Town Administrator  
Grafton Memorial Municipal Center  
30 Providence Road  
Grafton, MA 01519

Dear Tim,

Please accept this letter as my letter of resignation  
from the Mill Villages Advisory Committee, effective June 30,  
2017.

Sincerely,

Ken Grew





OFFICE OF THE BUILDING DEPARTMENT

30 Providence Road

Grafton, MA 01519

Phone: (508) 839-5335 ext. 1190 \* FAX: (508) 8394602

Alt. Inspector of Buildings: Tin Htway, C.B.O

htwayt@graffon-ma.gov

www.graffon-ma.gov

Date: 06/27/2017

Re: Survey Report

Town of Grafton Assessors Map # 80, Parcel # 216

Dear Tin Htway,

At your direction and as authorized under the Massachusetts State Building Code, 780 CMR R115, Failure to Remove or Make Structure Safe, Survey Board, Survey Report, a "Board" was assembled and made a site visit to survey the property above. The Board consisted of the following people:

Michael Gauthier, Fire Chief

Brian Szczurko, Town Engineer

John Marro III, Disinterested Resident of Grafton

Neal Mitchell, Neal Mitchell Structural Engineer

The survey by the Board was made on 24 Cortland Way, and as required by MGL 143 § 8, "***A written report of such survey shall be made, and a copy thereof served on such owner.***" The findings are as follows:

See exhibit A (Neal Mitchell structural report).  
See exhibit B (5 pictures from the 6/27/17 survey)

It is the unanimous determination of the Board, based upon our inspection of  
retaining walls and the foundation and professional opinion, that the structures located at  
24 Cortland Way, Grafton, Massachusetts is unused, uninhabited,  
open to the weather, and a danger to the surrounding properties.

If there are any questions, please feel free to contact any of the Board Members.

Respectfully submitted,



Michael Gauthier ~~Fire Chief~~ Fire Chief

\_\_\_\_\_  
Brian Szczurko , Town Engineer

\_\_\_\_\_  
John Marro III , Disinterested Resident of Grafton



Neal Mitchell , Neal Mitchell Structural Engineer

## Neal Mitchell Associates

1041 Sutton Street, Northbridge, MA 01534

Tel: 508-234-8646

Fax: 508-234-8759

e-mail: nmitchell2@aol.com

MEMO TO: Mr. Tin Htway  
Grafton Building Department

FROM: Neal B. Mitchell, Jr. P.E. S.E.  
DATE: June 27, 2017  
SUBJECT: 24 Cortland Way, Grafton



The complexity of the land (steep slope) associated with this residential structure required additional technical support and oversight for this project. I provided the technical engineering support to the Grafton building Department by providing site inspections once construction had started on this project.

After a site inspection I was concerned that the foundation wall facing the street was being cast without any reinforcement, with no tie back reinforcement to the side walls, and no reinforcement from the footing into this face wall. I was astonished to learn that the contractor did not think any steel was required. The contractor was clearly not aware of the normal structural requirements.

In addition, the front block wall was to be placed with geogrid behind the block wall in the 5' space between the block wall and the new building foundation wall. The use of block walls with geogrid tieback reinforcement on this project was designed by a Massachusetts Registered Engineer. In a meeting at the Grafton Building Department, that included the Architect, the Wall Engineer and the Contractor all of these issues were discussed. Based on the contractor's lack of understanding of the engineering problems associated with the block wall construction, and the backfilling requirements and controls that were necessary, it was the determination of the Building Department that the wall construction needed to be done under Construction Control. Because the block wall designer was a Massachusetts Registered Engineer, he was designated as the responsible professional that could take on this responsibility for this project. The necessary Construction Control forms were filled out to insure that this work would be performed appropriately with the proper controls.

During this same time the Grafton Conservation Control person was having problems with the improper site activities of the contractor. Construction on the building stopped while the contractor tried to address the erosion control issues on the site. Based on my inspections of the site it was clear that these issues were never properly addressed by the contractor. The fact that these issues remain unaddressed has created problems for the structure that has been built. Water problems around and in the existing structure make any construction that is already in place, of dubious quality.

Perhaps the most serious problem is the fact that the Owner fired the Wall Engineer that had been designated by the Town to provide the proper Construction Control. I was told that the contractor had convinced the Owner that Construction Control was expensive and intrusive, and that he could do the work less expensively on his own. This was the same contractor that I considered to be both incompetent and in need of proper engineering support on this project.

I checked with the wall designer and found out that he had been fired before the block wall had been started. The block walls that were built are not the walls that are on the plan that was approved by the Grafton Building Department. We have no idea where or how the geogrid was put in place, so it is not possible to provide any engineering analysis of the block walls that were built on this site. The construction of these walls depend on the proper placement and length of the geogrid, as well as the proper soil compaction that is required during backfilling to insure proper structural behavior. Therefore, these block walls must be considered to be unsafe.

My concern about the structural condition of these walls is confirmed by the fact that at the highest point of the wall, the wall itself has blown out. Apparently this blowout was caused by improper site drainage coupled with improper wall reinforcing. Therefore, in my opinion all of the block walls must all be taken down.

Removal of the block wall in front of the foundation wall puts the foundation wall in jeopardy of failing because it has not been reinforced for this condition. The improper water drainage from the hill further aggravates the situation of the existing foundation walls. Inspection at the site has revealed unconnected drainage pipes and measurable deterioration in the existing framed structure. Almost everything that has been built is in questionable condition, or of questionable construction. The simple solution is to remove any and all construction on this site.

This hill has been badly scarred by this construction project. Removal of the existing construction must include the necessary drainage design and controls to stop the hill erosion that is taking place. A proper overall plan to develop this site with proper drainage might be able to save some of the existing building construction, but all of the existing block walls must come down and when this happens the existing construction will no longer be safe.



**TOWN OF GRAFTON**  
GRAFTON MEMORIAL MUNICIPAL CENTER  
30 PROVIDENCE ROAD  
GRAFTON, MASSACHUSETTS 01519  
Phone: (508) 839-5335 ext 1190 • FAX: (508) 839-4602  
[www.grafton-ma.gov](http://www.grafton-ma.gov)

**Robert S. Berger**  
**Inspector of Buildings**  
**Zoning Enforcement Officer**  
E-mail: [bergerr@grafton-ma.gov](mailto:bergerr@grafton-ma.gov)

Re: 24 Cortland Way, Grafton, Massachusetts 01519

Carole Cornelison, Commissioner  
Division of Capital Asset Management  
One Ashburton Place, 15<sup>th</sup> Floor  
Boston, MA 02108

Attn: Emergency Waiver Request

Dear Carole:

The Town of Grafton is seeking a waiver of the bidding requirements of G.L. c. 149, sec. 44A(4), and the advertising requirements of G.L. c. 149, sec. 44J(6).

Heavy structural damage at 24 Cortland Way in Grafton poses an extreme emergency to the health and safety of the general public. As per the survey report dated 06/27/2017, the foundation wall facing the street is collapsing and according to structural engineer Neal Mitchell's attached report, was cast without any reinforcement.

Mr. Mitchell's report explains in thorough detail the history of the project and the failure of proper construction techniques from the start. Also attached with Mitchell's report are photographs that were taken during the recent survey.

The Town of Grafton has been aware of the ongoing damage prior to the survey report and has failed to get cooperation or a solution proposed from the owner. A complete and thorough demolition of the property is necessary. It is crucial for this work to begin as soon as possible due to the rapid deterioration of the site, which the standard bidding process would not allow.

The cost of the demolition will be approximately \$35,000 and we will do our due diligence to get at least three competitive estimates upon your approval. We acknowledge that the prevailing wage law, bonding requirements, and the DCAM contractor certification requirements (if applicable) apply to this emergency project.

\\githserver6.gth1.grafton.org\departmental\$\Building\R.S.B\Cortland Way Building Number #24\Emergency Waiver Request.doc

Attached is a copy of our Survey Report dated 06/27/2017, Neal Mitchell's report and several pictures depicting the significant damage. Please let us know if there is any additional information needed in making a determination. We appreciate your time and concern on this delicate matter.

Sincerely Yours,

A handwritten signature in black ink, appearing to read "R. S. Berger", with a stylized, flowing script.

Robert S. Berger  
Certified Building Official  
*Inspector of Buildings*  
*Zoning Enforcement Officer*





















**GRAFTON RECREATION**  
**PAVILION RENTAL FEE PROPOSAL**

**Residents/Non-Profit Groups:**

- \$30/2 hours
- \$60/4 hours
- Breakdown: \$15/hour


**Comparison of Other Towns with Similar Sized Structures for Resident/Non-Profit Use**

- Shrewsbury: \$80/4 hours (ie. \$20/hour)
- Northboro: \$15/1 hour
- Acton: \$75/4 hours (ie. \$18.75/hour)

# Bid Tally Form for Tree Trimming & Removal Services

[illegible]

6-21-17


 6/21/17 9:45 AM

# TOWN OF GRAFTON

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DATE: JULY 1, 2017

This Contract is entered into on, or as of, this date by and between the Town of Grafton, 30 Providence Road, Grafton, MA 01519 (the "Town"), and

North-Eastern Tree Service, Inc.  
1000 Pontiac Avenue  
Cranston, RI 02920

1. This is a Contract for the procurement of the following:

The contractor shall provide all labor, equipment, vehicles, insurance and related business processes to furnish and supply to provide Tree Cutting and Removal Services as outlined in the Specifications.

2. The Contract price to be paid to the Contractor by the Town is as follows:

See attached tally sheet.

3. Payment will be made as follows:

3.1

3.1.1 If any portion of the contract price is to be paid by a private citizen(s) no work shall be performed until a sum has been deposited with the Town Treasurer, upon an estimate made by the board, committee or officer having charge of the work, sufficient to cover the payment for the portion of the said work chargeable to the private citizen(s).

3.2 There shall be no further costs, fees or reimbursable charges due the Contractor under this Contract unless said fees and/or costs are so set forth in writing. The Town will not pay any surcharge or premium on top of the direct out of pocket expenses, if any.

3.3 Final payment including any unpaid balance of the Contractor's compensation shall be due and payable when the Project/Goods/Services is/are delivered to the Town when the project is completed and the services are complete and/or the goods are delivered and accepted.



#### 4. Security

4.1 The Contractor must provide security in the form of a payment bond in the amount of 100% of the contract price, conditioned upon the faithful performance of this Contract. The surety company must be qualified to do business under the laws of the Commonwealth of Massachusetts and must be satisfactory to the Town. Attorneys-in-fact who sign bonds must file with the bond a certified and effectively dated copy of the Power of Attorney.

#### 5. Definitions:

- 5.1 Acceptance: All Contracts require proper acceptance of the described goods or services by the Town. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance for services by authorized representatives of the Town to insure that the goods or services are complete and are as specified in the Contract.
- 5.2 Contract Documents: All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications included in Project Manual, Drawings, all Addenda issued during the bidding period and Contractor's Response to the Request for Proposal. The Contract documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the document is to include all labor and materials, equipment and transportation necessary for the proper performance of the Contract.
- 5.3 The Contractor: The "other party" to any Contract with the Town. This term shall (as the sense and particular Contract so require) include Vendor, Contractor, Engineer, or other label used to identify the other party in the particular Contract. Use of the term "Contractor" shall be understood to refer to any other such label used.
- 5.4 Date of Substantial Performance: The date when the work is sufficiently complete, the services are performed, or the goods delivered, in accordance with Contract documents, as modified by approved Amendments and Change Orders.
- 5.5 Goods: Goods, Supplies, Services or Materials.
- 5.6 Subcontractor: Those having a direct Contract with the Contractor. The term includes one who furnished material worked to a special design according to the Drawings or Specifications of this work, but does not include one who merely furnishes material not so worked.
- 5.7 Work: The services or materials contracted for, or both.

#### 6. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before June 30, 2018, unless extended, in writing, at the sole discretion of the Town, and not subject to assent by the Contractor, and subject to the availability and appropriation of funds as certified by the Town Accountant. Time is of the essence for the completion of the Contract.

**7. Subject to Appropriation:**

Notwithstanding anything in the Contract documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town. In the event this is a multi-year contract, this Contract shall be subject to annual appropriation and in the event funds are not so appropriated, this Contract shall terminate immediately without liability for damages, penalties or charges to the Town.

**8. Permits and Approvals:**

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

**9. Termination and Default:**

- 9.1 **Without Cause.** The Town may terminate this Contract on seven (7) calendar days notice when in the Town's sole discretion it determines it is in the best interests of the Town to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.
- 9.2 **For Cause.** If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on seven (7) days notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.
- 9.3 **Default.** The following shall constitute events of a default under the Contract:  
any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment

or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

#### 10. Suspension or Delay

The Town may order the Contractor, in writing, to suspend, delay or interrupt all or any part of the Services without cause for such period of time as the Town may determine to be appropriate for its convenience. In the event of any such suspension, delay or interruption, the Contractor's compensation shall be equitably adjusted. No adjustment shall be made if the Contractor is or otherwise would have been responsible for the suspension, delay or interruption of the Services, or if another provision of this Contract is applied to render an equitable adjustment.

#### 11. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the Town of Grafton shall have all the rights and remedies provided in the Contract documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including "Damages" including but not limited to costs, attorney's fees or other damages resulting from said breach ("Damages") as well as specific performance, and the right to select among the remedies available to it by all of the above.

From any sums due to the Contractor for services, the Town may keep the whole or any part of the amount for expenses, losses and Damages incurred by the Town as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

#### 12. Statutory Compliance:

- 12.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract, including, but not limited to, the following:

General Laws Chapter 30, Sec. 39, *et seq.* - Public Works Contracts.

- 12.2 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this Contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.
- 12.3 The Contractor shall comply with all Federal, State and local laws, rules, regulations, policies and orders applicable to the Work provided pursuant to this Contract, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the supply of such Work.

The Contractor shall indemnify and hold the Town harmless for and against any and all fines, penalties or monetary liabilities incurred by the Town as a result of the failure of the Contractor to comply with the previous sentence. If any discrepancy or inconsistency is discovered in the Drawings, Specifications or Contract for this work in violation of any such law, by-law, regulation, order or decree, it shall forthwith report the same in writing to the Town. It shall, at all times, itself observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and shall protect and indemnify the Town, and its duly appointed agents against any claim or liability arising from or based on any violation whether by him or its agents, employees or subcontractors of any such law, by-law, regulation or decree.

### 13. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract; and by executing the Contract documents the Contractor certifies to the Town that neither it nor its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.

### 14. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

### 15. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Agreement in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment, including but not limited to, Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973 and Mass. G. L. c. 151B, and any other executive orders, rules, regulations, requirements and policies relating thereto enacted by the Commonwealth of Massachusetts and the Town as they may be amended from time to

time. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation.

15.1 As used in this section "affirmative action" means positive steps to ensure all qualified persons equal employment opportunity without regard to race, color, religion, sex or national origin at all stages of the employment process: recruitment, selection, placement, promotion, training, layoff and termination. It may include, but is not limited to, the following:

- (a) Inclusion in all solicitation and advertisements for employees of a statement that the Contractor is an "Equal Opportunity Employer";
- (b) Placement of solicitations and advertisements for employees in media that reaches minority groups;
- (c) Notification in writing of all recruitment sources that the Contractor solicits the referral of applicants without regard to race, color, religion, sex or national origin;
- (d) Direct solicitation of the support of responsible and appropriate community, state and federal agencies to assist recruitment efforts;
- (e) Participation in, or establishment of, apprenticeship or training programs where outside programs are inadequate or unavailable to minority groups;
- (f) Modification of collective bargaining agreements to eliminate restrictive barriers established by dual lines of seniority, dual rates of pay or dual lines of promotion or progression which are based on race, color, religion, sex or national origin; and
- (g) Review selection, placement, promotion, training, layoff and termination procedures and requirements to ensure that they do not intentionally or unintentionally discriminate against qualified persons because of race, color, religion, sex or national origin.

15.2 The Contractor, if applicable, shall include in all compliance and progress reports submitted to the town a report which shall include: (a) A certificate stating that he or she is currently in compliance with the provisions of G.L. c. 152B and setting forth the Affirmative Action he or she is currently undertaking and will undertake during the contract period to provide equal employment opportunity for all qualified persons without regard to race, color, religion, sex or national origin; and (b) A statement in writing supporting information signed by an authorized officer or agent on behalf of any labor union or other agency which refers workers or provides or supervises apprenticeship or other training programs which the Contractor deals, to the effect that the union or other agency's practices and policies do not discriminate on the basis of race, color, religion, sex or national origin; provided, in the event that the union or other agency shall refuse to execute such a statement, the Contractor need only so certify in writing.

15.3 A copy of any such report as described above, shall be filed in the office of the Town Clerk and shall upon said filing become a public record.

15.4 The Contractor will take Affirmative Action to ensure that employees are solicited and employed, and that employees are treated during employment, without regard to race, color, religion, sex or national origin.

15.5 The Contractor will in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

15.6 In determining whether steps taken by the Contractor constitute Affirmative Action, the Town shall take into account the relevant characteristics of the Contractor including, but not limited to, the number of employees and the location of the principal and branch offices.

16. Assignment:

The Contractor shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the Town.

17. Condition of Enforceability Against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by the Board of Selectmen or its designee; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds; and (3) endorsed with approval by the Town Counsel as to form.

18. Corporate Contractor:

If the Contractor is a corporation, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of Grafton unless and until the Contractor complies with this section.

The Contractor, if a foreign corporation, shall file with the Commissioner of Corporations a Power of Attorney and duly authenticated copies of its Charter or Certificate of Incorporation; and said Contractor shall comply with all the laws of the Commonwealth.

19. Contractor's Personnel:

The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.

20. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of Grafton shall be individually or personally liable on any obligation of the Town under this Contract.

## 21. Indemnification:

The Contractor shall indemnify, defend and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The Contractor further agrees to reimburse the Town for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the Town's gross negligence or willful misconduct.

- 21.1 The Contractor further agrees to indemnify and hold harmless the Town, including the agents, employees and representatives of either, from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- 21.2 The Contractor shall be responsible for all damage or injury to property of any character during the prosecution of the work resulting from any act, omission, neglect, or misconduct in the manner or method of executing the work or due to the non-execution of the work or at any time due to defective work or materials.
- 21.3 In any and all claims against the town or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in anyway by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's Compensation Acts, disability benefit acts or other employee benefit acts.
- 21.4 The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any or all persons, including the Contractor's employees, and for any and all damage to property caused by, resulting from or arising in whole or in part out of any act, omission, or neglect on the part of the Contractor or of any Subcontractor or of anyone directly or indirectly employed by any of them, or of anyone for whose acts any of them may be liable in connection with operations under the Contract.

The foregoing provisions shall not be deemed to be released, waived, limit or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

## 22. Insurance

### 22.1 Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

### 22.2 Professional Liability Insurance

Liability of \$1 million per claim and \$2 million aggregate.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

### 22.3 Other Insurance Requirements

- a. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$2 Million annual aggregate for property damage and \$1 Million per person and \$2 Million per occurrence for bodily injury, which shall include the Town of Grafton as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.
- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.



- c. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.
- d. All policies shall identify the Town as an additional insured (except Workers' Compensation). The Contractor shall notify the Town immediately upon the cancellation or amendment to any policy. Renewal Certificates shall be filed with the Town at least ten (10) days prior to the expiration of the required policies. Certificates evidencing all such coverage shall be provided to the Town upon the execution of this Agreement, and upon the renewal of any such coverage. Each such certificate shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. **Failure to provide the notices required in this Section or to continue in force such insurance shall be deemed a material breach of this Contract and shall be grounds for immediate termination.** Said insurance shall include: Workers Compensation/Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent Contractors, personal injury, contractual liability. All Certificates of Insurance shall be on the "MIIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses. All insurance shall be written on an occurrence basis. Coverage's shall be maintained without interruption from date of the Contract until date of final payment and termination of any coverage required to be maintained after payment.
- e. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

### 23. Documents, Materials, Etc.

Any materials, reports, information, data, etc. given to or prepared or assembled by the Contractor under this Contract are to be kept confidential and shall not be made available to any individual or organization by the Contractor (except agents, servants, or employees of the Contractor) without the prior written approval of the Town, except as otherwise required by law. The Contractor shall comply with the provisions Chapter 66A of the General Laws of Massachusetts as it relates to public documents, and all other state and federal laws and regulations relating to confidentiality, security, privacy and use of confidential data.

Any materials produced in whole or in part under this Contract shall not be subject to copyright, except by the Town, in the United States or any other country. The Town shall have unrestricted authority to, without payment of any royalty, commission, or additional fee of any type or nature, publicly disclose, reproduce, distribute and otherwise use, and authorize others to use, in whole or in part, any reports, data or other materials prepared under this Contract.

All data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for by the Town shall vest in the Town at the termination of this Contract. The Contractor shall at all times, during or after termination of this Contract, obtain the prior written approval of the Town before making any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium.

#### 24. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose and shall not file any claim or bring any action for any worker's compensation unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Contract.

#### 25. Audit, Inspection and Recordkeeping

At any time during normal business hours, and as often as the Town may deem it reasonably necessary, there shall be available in the office of the Contractor for the purpose of audit, examination, and/or to make excerpts or transcript all records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

#### 26. Payment

The Town agrees to make all reasonable efforts to pay to the Contractor the sum set forth in the Contractor's bid or proposal within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the Town of the work completed.

#### 27. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

To the extent allowed by law, any conditions, duties, and obligations contained in this Contract may be waived only by written Agreement by both parties.

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach of a similar or different matter.

#### 28. Severability

If any term or condition of this Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

#### 29. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth or the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

#### 30. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 or furnished from time to time in writing hereafter.

#### 31. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the Town nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

#### 32. Entire Agreement:

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

#### 33. Supplemental Conditions:

The foregoing provisions apply to all contracts to which the Town of Ashland shall be a party.

If this Contract is for Construction, the following provisions will apply:

See SUPPLEMENT S attached hereto.


[THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK]

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of Grafton by:

The Contractor by:

\_\_\_\_\_  
Chairman, Board of Selectmen  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

 6/26/17  
Signature Date  
Michael S. Sepe, President  
Print Name & Title

Certified as to Form:

\_\_\_\_\_  
Town Counsel Date

Certified as to  
Appropriation/Availability of Funds:

\_\_\_\_\_  
Town Accountant Date

## CERTIFICATION OF GOOD FAITH

The undersigned certifies under pains and penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

The Contractor by:

Michael S. Sepe

Print Name

President

Title/Authority

## CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A

Michael S. Sepe

name of signatory

, authorized signatory for

North-Eastern Tree Service Inc

name of contractor

whose

principal place of business is at 1000 Pontiac Avenue Cranston RI 02920

does hereby certify under the pains and penalties of perjury that Michael S. Sepe - North-Eastern Tree Service Inc has paid all

name of contractor

Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Michael S. Sepe

Signature

6/26/17

Date

## EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders  
Written Consent

(Date)

The undersigned, being the Shareholders of North-Eastern Tree Service Inc, a Massachusetts Corporation (the "Corporation") entitled to vote on the action, hereby consent to the adoption of the following votes:

VOTED: That the [President and/or the Vice President or named individual], each of them acting singly is, authorized to execute any and all contract documents and to enter into and negotiate the terms of all contracts and to accomplish same and to execute any and all documents, instruments, and agreements in order to effectuate the transaction and that said transaction shall be valid, binding, effective, and legally enforceable.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of the Corporation to take or cause to be taken all such action(s) as s/he or they, as the case may be, deem necessary, appropriate or advisable to effect the foregoing votes, as may be shown by the officer or officers execution or performance which shall be conclusive evidence that the same is authorized by the directors of this Corporation.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of this Corporation, under its corporate seal, if desired, attested by an appropriate officer, if desired, to execute, make oath to, acknowledge, deliver and file any and all of the agreements, instruments, certificates and documents referred to or related to the foregoing votes.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time and on behalf of this Corporation, under its corporate seal, if desired, to execute, acknowledge and deliver any and all agreements, instruments, certificates and documents referred to or related to the foregoing votes, with such changes as the officer or officers so acting may deem necessary or desirable, and the signature of such officer or officers to be conclusive evidence that the same is authorized by the directors of this Corporation.

Clerk of Corporation Certificate

I, Michael S. Sepe the Clerk of the foregoing corporation, do hereby certify that the above vote was taken at a duly called meeting of the shareholders of the Corporation on January 1, 2017

  
Clerk of Corporation

SEAL

## CONTRACT CHECKLIST

Initials

1. Certification of Signatures
  - For Corporation: need President's signature or Clerk's Certificate dated no more than 2 years ago With Corporate Seal affixed (see attached form)
  - For LLC: need Manager signature or signed vote of the LLC
2. Certificate of Non-collusion
3. Insurance Certificate  
(showing Town as additional insured)
  - Matches amount of insurance required under contract
4. Certificate of Good Faith
5. Certificate of Tax Compliance
6. Signed by Contractor
  - Matches certification by Corp officer of authority.
7. Certificate of Good Standing for Corporation or Certificate of Legal Existence for LLC both from the Secretary of State

NBS

NBS

NBS


NBS

NBS

NBS

NBS

Contract Reviewed by:

  
Signature

Michael J. Sepe, Pres.  
Name, Title





## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/27/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> The Hilb Group of New England, LLC 16 Main St East Greenwich RI 02818		<b>CONTACT</b> NAME: Lynn Dunham, AAI, AIS PHONE (A/C, No, Ext): (800) 232-0582 FAX (A/C, No): (401) 884-0290 E-MAIL: ldunham@hilbgroup.com ADDRESS:	
<b>INSURED</b> North-Eastern Tree Service Inc., & North-Eastern Tree Recycling & Mfg. Inc. 1000 Pontiac Avenue Cranston RI 02920		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: The First Liberty Insurance Corp. NAIC # 33588 INSURER B: Liberty Mutual Fire Insurance 23035 INSURER C: Liberty Insurance Corporation 42404 INSURER D: Starstone National Insurance Co INSURER E: INSURER F:	

**COVERAGES**

CERTIFICATE NUMBER: CL1761327210

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	TB6-Z11-262188-027	6/15/2017	6/15/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	AS2-Z11-262188-017	6/15/2017	6/15/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ 10,000	X	TB7-Z11-262188-047	6/15/2017	6/15/2018	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	Excess Liability		70310W171ALI	6/15/2017	6/15/2018	Limit \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Town of Grafton is included as additional insured on the GL, Auto & Umbrella where required by written contract.

Excess Liability & Umbrella Policy extends over the General Liability Policy

**CERTIFICATE HOLDER****CANCELLATION**

The Town of Grafton 30 Providence Road Grafton, MA 01519	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE R Padula, CIC/LDUNHA

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/13/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require and endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  THOMAS INS AGCY INC DBA 117 METRO CENTER BLVD  WARWICK, RI 02886 77K3K	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  NORTH EASTERN TREE SERVICE INC  1000 PONTIAC AVENUE CRANSTON, RI 02920	<b>INSURER A:</b> CONTINENTAL CASUALTY COMPANY	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD L	SUB R	POLICY NUMBER	POLICY EFF DATE (MM/DD/YYYY)	POLICY EXP DATE (MM/DD/YYYY)	LIMITS	
	<b>GENERAL LIABILITY</b>						EACH OCCURRENCE	\$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULE AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS							
	<input type="checkbox"/> NON-OWNED AUTOS							
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$
	<input type="checkbox"/> DEDUCTIBLE							\$
	<input type="checkbox"/> RETENTION \$							\$
<b>A</b>	<b>WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY</b>	Y/N		UB-1E97951A-17	01/09/2017	01/09/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> N <input type="checkbox"/> Y	N/A				E L EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L DISEASE - EA EMPLOYEE	\$ 1,000,000
							E L DISEASE - POLICY LIMIT	\$ 1,000,000

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS**

THIS REPLACES ANY PRIOR CERTIFICATE ISSUED TO THE CERTIFICATE HOLDER AFFECTING WORKERS COMP COVERAGE.

**CERTIFICATE HOLDER**

TOWN OF GRAFTON  
30 PROVIDENCE ROAD  
  
GRAFTON, MA 01519

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



William Francis Galvin  
Secretary of the  
Commonwealth

*The Commonwealth of Massachusetts*  
*Secretary of the Commonwealth*  
*State House, Boston, Massachusetts 02133*

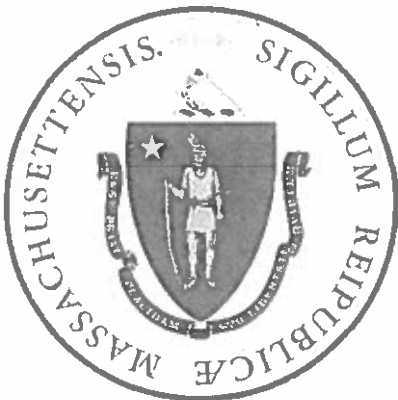
Date: April 25, 2017

To Whom It May Concern :

I hereby certify that according to the records of this office,

**NORTH-EASTERN TREE SERVICE, INC.**

is a domestic corporation organized on **November 15, 2006** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

*William Francis Galvin*

Secretary of the Commonwealth

Certificate Number: 17040446280

Verify this Certificate at: <http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx>

Processed by:

# THE SERVICE INSURANCE COMPANY, INC.

80 Main Street, Suite 330  
West Orange, New Jersey 07052  
973-731-7650 (P) 973-731-7889 (F)

TERM: 7/1/2017- 6/30/2018

BOND NO. 1417M/

## PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we NORTH-EASTERN TREE SERVICE, INC. as Principal, hereinafter called the Principal, and THE SERVICE INSURANCE COMPANY, INC., 80 MAIN STREET, THIRD FLOOR, WEST ORANGE, NJ 07052 a corporation duly organized under the laws of the State of New Jersey and having a place of business at 80 MAIN STREET, WEST ORANGE, NJ 07052 as Surety, hereinafter called the Surety, are held and firmly bound unto the TOWN OF GRAFTON as Obligee, hereinafter called the Obligee, in the sum of FORTY EIGHT THOUSAND DOLLARS AND 00/100 CENTS to which payment, well and truly to be made, we bind ourselves, and each of us for himself jointly and severally, our and each of our heirs, executors and administrators.

(\$48,000.00)

NOW, THEREFORE, the condition of this obligation is such, that if the Principal shall promptly make payment to all Claimants as hereinafter defined for a labor and material used, consumed or incorporated in the performance of the construction work to be performed under the Contract, then this obligation shall be void; otherwise to remain in full force and effect, subject, however, to the following conditions:

1. A Claimant is defined as one other than the Obligee having a contract with the Principal or with a direct subcontractor of the Principal to supply labor and/or materials and said labor and/or materials are actually used, consumed or incorporated in the performance of the construction work under the contract.
2. The above-named Principal and Surety hereby jointly and severally agree with the Obligee that every Claimant as herein defined who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's work or labor was done or performed or materials were furnished by such Claimant, may bring suit on this bond, prosecute the suit to final judgement for the amount due under Claimant's contract for the labor and/or materials supplied by the Claimant which were used, consumed or incorporated in the performance of the work, and have execution thereon; provided, however, that a Claimant did or performed the last labor and/or materials for which the claim is made. The Obligee shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any Claimant:
  - a) After the expiration of the earlier of: (1) ninety days (90) after the day on which the Claimant last supplied the labor and/or materials for which the claim is made; or (2) the limitation period set forth in the public works bond statutes, if any, in the location where the construction work is being performed. Any limitation contained in this bond which is prohibited by any law controlling in the state where suit is filed shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by the law of that state, and
  - b) Other than in a state court of competent jurisdiction in the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere
4. If the amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder. It is a further condition of this payment bond that the aggregate amount of both the performance and payment bonds shall be contained to the penal sum of the contract.
5. This bond is provided to comply with a statutory or other legal requirement for performing construction contracts for public owners in the location where the construction work is being performed, all provisions in

TERM: 7/1/2017- 6/30/2018

BOND NO. 1417M/

the bond which are in addition to or differ from those statutory or legal requirements shall be read out of this bond, and all pertinent statutes and other legal requirements shall be read into the bond.

It is understood and agreed that the premium for this bond is fully earned upon inception and is non-refundable in the first year of coverage. This bond is issued with the condition that there are no pending or current claims against this project. This bond will not cover legal or audit fees that the obligee may incur.

In no event shall this bond be construed as a liability policy and, to that end, will not cover Third Party Liability claims of all types, including, but not limited to, strict liability, bodily injury, property damage, environmental damage, diminution in valuation of property, or economic loss of any kind.


It is the further condition of this bond that in no event shall the liability of the Surety hereunder exceed the stated penal sum, regardless of how many renewal periods have taken place. In the event that the contract price escalates more than 10%, the obligee must notify the surety.

THE OBLIGEE ALSO AGREES THAT ANY AWARDED CONTRACT BE ANNUAL IN TERM, SUBSEQUENT RENEWALS TO BE ANNUAL IN TERM AS WELL, WITH TOTAL BONDED LIABILITY FOR THE SURETY NOT TO EXCEED THAT PORTION OF THE CONTRACT LIMITED TO A GIVEN ANNUAL TERM. FURTHER, THE SURETY RESERVES THE RIGHT NOT TO RENEW THE BOND. IF THE SURETY DOES NOT RENEW THE BOND, THERE WILL BE NO FURTHER LIABILITY ON THE SURETY.

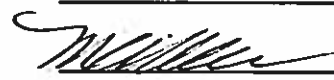
SEALED WITH OUR SEALS AND DATED THIS 26<sup>TH</sup> DAY OF JUNE, 2017.

COMPANY EMBOSSED CORPORATE SEAL MUST  
APPEAR ON BOND FORM AND POWER OF ATTORNEY

  
WITNESS

  
WITNESS

NORTH-EASTERN TREE SERVICE, INC.

  
PRINCIPAL

THE SERVICE INSURANCE COMPANY, INC.

  
, ATTORNEY-IN-FACT



# THE SERVICE INSURANCE COMPANY, INC.

80 Main Street, 3<sup>rd</sup> Floor, Suite 330  
West Orange, New Jersey 07052  
973-731-7650 (P) 973-731-7889 (F)

TERM: 7/1/2017-6/30/2018

BOND NO. 1417M

## PERFORMANCE BOND

**KNOW ALL MEN BY THESE PRESENTS** that **NORTH-EASTERN TREE SERVICE, INC.** as Principal, and, hereinafter called Contractor, and **THE SERVICE INSURANCE COMPANY, INC.** a corporation duly organized under the laws of the State of New Jersey and authorized to write business in New York, Connecticut, Delaware, Pennsylvania, New Hampshire, Rhode Island, Massachusetts, Maryland and Virginia as Surety, are held and firmly bound unto **TOWN OF GRAFTON** as Obligee, hereinafter called Owner, in the amount of **FORTY EIGHT THOUSAND DOLLARS AND 00/100 CENTS.**  
**(\$48,000.00)**

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, Contractor has by written agreement entered into a contract with Owner for **TREE TRIMMINGS AND REMOVAL SERVICES**

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION** is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

**THE SURETY HEREBY WAIVES** notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid for completing the Contract in accordance with its terms and conditions, and upon determination by Surety in its sole discretion of the lowest responsible bidder, or, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable under the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor or make a monetary settlement with the Obligee as an alternative to complete the work

It is understood and agreed that the premium for this bond is fully earned upon inception and is non-refundable in the first year of coverage. This bond is issued with the condition that there are no pending or current claims against this project. This bond will not cover legal or audit fees that the obligee may incur.

In no event shall this bond be construed as a liability policy and, to that end, will not cover Third Party Liability claims of all types, including, but not limited to, strict liability, bodily injury, property damage, environmental damage, diminution in valuation of property, or economic loss of any kind.

It is the further condition of this bond that in no event shall the liability of the Surety hereunder exceed the stated penal sum, regardless of how many years the contract is in effect for or renewal periods have taken place. In the event that the contract price escalates more than 10%, the obligee must notify the surety and the surety must provide approval for the increase in writing.

TERM: 7/1/2017-6/30/2018

BOND NO. 1417 M

The penal amount of this bond, and the surety's liability hereunder, shall be reduced by and to the extent of (i) the amount of the contract that has been performed (in term or in dollars, whichever is greater) by the principal plus (ii) any payment(s) made hereunder by Surety.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein of the heirs, executors, administrators or successors of the Owner.

**BOND CONDITION:** Coverage not in place prior to the date of this bond. Bond does not cover losses prior to this date.

SIGNED AND SEALED THIS 26th DAY OF JUNE, 2017.

SURETY EMBOSSED CORPORATE SEAL MUST  
APPEAR ON BOND FORM AND POWER OF ATTORNEY

**NORTH-EASTERN TREE SERVICE, INC.**



WITNESS



PRINCIPAL

THE SERVICE INSURANCE COMPANY, INC.

  
, ATTORNEY-IN-FACT



WITNESS



100861

BOND NO. 1417MA  
EXPIRES DECEMBER 31, 2017**THE SERVICE INSURANCE COMPANY, INC.**

(d/b/a Service Guarantee and Surety Company in DC, DE, NC &amp; SC)

Service Guarantee and Surety Company (used in FL by: The Service Insurance Company, Inc.)

Service Guarantee and Surety Co. (used in VA by: The Service Insurance Company, Inc.)

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That THE SERVICE INSURANCE COMPANY, INC., 80 Main Street #330, West Orange, NJ 07052, a corporation of the State of New Jersey (d/b/a Service Guarantee and Surety Company in DC, DE, NC & SC), Service Guarantee and Surety Company (used in FL by: The Service Insurance Company, Inc.), Service Guarantee and Surety Co. (used in VA by: The Service Insurance Company, Inc.) pursuant to authority granted by Article VIII, Section 7 of the By-Laws of said Company, which reads as follows: "CONTRACTS. The Board of Directors may authorize any officers, to execute any surety bond instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances."

Does hereby nominate, constitute and appoint Glen T. Burger and James S. Burger, its true and lawful agents and Attorney(s)-in-Fact, to make, execute, seal and deliver for, and on its behalf as surety, and its act and deed: any and all bond undertakings, and consents of surety, no one bond to exceed an aggregated penal sum liability of \$2,000,000.00 (Two Million Dollars).

Does hereby nominate, constitute and appoint LAWRENCE D. MOSES, SR., ROBERT NERI, JR., RYAN M. MOSES of MOSES BROTHERS INSURANCE Insurance Agency as its true and lawful agents ("Outside Agents") and Attorney(s)-in-Fact to make, execute and deliver any and all bond undertakings and Consents of Surety on behalf of the Company to any Obligor for all bid bond, performance bond, payment bond and all bond undertakings not to exceed an aggregated penal sum liability of \$2,000,000 (Two Million Dollars). Said Outside Agents shall obtain prior approval confirmed in writing from the Company with a bond number provided by the Company's home office prior to issuing any bonds. Said Outside Agents by executing the attached bond(s), hereby represents and warrants under oath that the Company has granted him/her prior approval and furnished the bond number for the attached bonds, which has been logged and recorded at the Company's home office. The Company shall not cover, honor or pay any claims for unauthorized bonds, and the Obligor may confirm the validity of the attached bond on receipt by contacting the Company in writing at 973-731-7889 (fax) or Jburger@serviceinsurancecompany.com.

IN WITNESS WHEREOF, the said Treasurer and President have hereunto subscribed their names and affixed the Corporate Seal of the said The Service Insurance Company, Inc., this 26<sup>th</sup> day of April, A.D. 2016

THE SERVICE INSURANCE COMPANY, INC.

BY:   
GLEN T. BURGER, TREASURER

STATE OF NEW JERSEY )

SS

CITY OF WEST ORANGE )

BY:   
JAMES S. BURGER, PRESIDENT

On this 26th day of April, A.D. 2016, before the subscribed, a Notary Public of the State of New Jersey, duly commissioned and qualified, came the above named Treasurer and President of The Service Insurance Company, Inc., to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledge the execution of the same, and being by me duly sworn severally and each for himself depose the saith, that they are the said officers of the Company aforesaid, and that the seal is affixed to the preceding instruments, is the Corporate Seal of said Company, and that the Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

MARIA E. CERQUEIRA  
NOTARY PUBLIC OF NEW JERSEY  
Comm. # 2380557  
My Commission Expires 6/4/2022  
CERTIFICATE

  
Notary Public in the State of New Jersey

I, the undersigned, President of The Service Insurance Company, Inc., The Company, do hereby certify that the original Power of Attorney in which the forgoing is full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the President who executed the said Power of Attorney was specially authorized by the Board of Directors to appoint any Attorney in Fact as provided in Article VIII, Section 7, of the By-Laws of The Service Insurance Company, Inc.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Service Insurance Company, Inc.

Resolved: "That the facsimile or mechanically reproduced signature of the Company President, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the Corporate Seal of the said Company, this 26<sup>th</sup> day of June, 2017.

COMPANY EMBOSSED CORPORATE SEAL MUST  
APPEAR ON BOND FORM AND POWER OF ATTORNEY

  
JAMES S. BURGER, PRESIDENT



**THE SERVICE INSURANCE COMPANY**

*(Statutory Basis)*

**STATEMENT OF ADMITTED ASSETS,  
LIABILITIES SHAREHOLDER'S EQUITY  
AS OF DECEMBER 31, 2016**

**ADMITTED ASSETS**

Cash & Cash Equivalents & Short Term Investments	3,594,096
Common Stocks	1,428,946
Bonds	8,774,555
Interest Income Receivable	55,605
Premiums & Agents Balances	547,297
Amounts Receivable from Reinsurers	229,911
Current Federal Income Tax Recoverable	-
Electronic Data Equipment	-
Net Deferred Tax Asset	100,678
<b>TOTAL ADMITTED ASSETS</b>	<b>14,731,088</b>

**LIABILITIES & SHAREHOLDER'S EQUITY**

**LIABILITIES**

Losses & Loss Adjustment Expenses	759,444
Other Expenses	516,734
Taxes, licenses & fees	118,184
Federal Income Tax	49,155
Unearned Premiums	1,334,404
Amounts Withheld or Retained by Company for Accounts of Others	4,003,842
Miscellaneous	170,136
<b>Total Liabilities</b>	<b>6,951,899</b>

**SHAREHOLDER'S EQUITY**

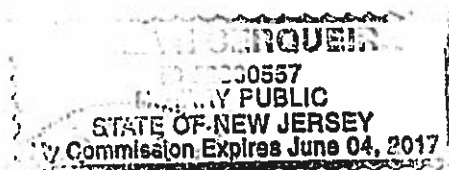
Common stock, par value \$20.00 per share	
50,000 shares authorized issued, 32,000 shares outstanding as of December 31, 2016	1,000,000
Gross Paid-In & Contributed Surplus	839,198
Unassigned funds (surplus)	6,978,591
Treasury Stock	(1,038,600)
<b>Total Shareholder's Equity</b>	<b>7,779,189</b>
<b>TOTAL LIABILITIES &amp; SHAREHOLDER'S EQUITY</b>	<b>14,731,088</b>

STATE OF NEW JERSEY )  
 ) SS  
COUNTY OF ESSEX )

I, James S. Burger, President of Service Insurance Company, Inc., do hereby certify that the above is a true statement of the assets, liabilities of said Corporation as of December 31, 2016.

James S. Burger, President

STATE OF NEW JERSEY )  
 ) SS  
COUNTY OF ESSEX )



Subscribed and sworn before me, a Notary Public, State of New Jersey, in the County of Essex, this 17th day of March, 2017.

Maria Cerqueira  
Notary Public

# Bid Tally Form for Uniform Rental Service

Company

Bid

Bond

Year One

Year Two

Year Three

per employee/per week per employee/per week per employee/per week

1 Unif. Rnt. Svc.

☒

Uniform	4.95 / 74.25	4.95 / 74.25	4.95 / 74.25
Jackets	.75 / 11.70	.75 / 11.70	.75 / 11.70
Coveralls	.60 / 1.20	.60 / 1.20	.60 / 1.20
(mechanics only)			

2

☐

Uniform			
Jackets			
Coveralls			
(mechanics only)			

3

☐

Uniform			
Jackets			
Coveralls			
(mechanics only)			

We the undersigned declare under the penalties of perjury that the above is a complete and accurate list of bids opened and read aloud on 6/22/17 (date) at 10:00 AM (time) for the above specified contract.

Signed:



Date:

6-22-17

Signed:



Date:

6/22/17



**Town of Grafton  
Department of Public Works**

30 Providence Road

Grafton, MA 01519

David Crouse, Highway Superintendent

[croused@graffton-ma.gov](mailto:croused@graffton-ma.gov)

Tel. (508) 839-5335 Ext. 1124 • Fax (508) 839-4602

TTY (508) 839-1415

[dpw@graffton-ma.gov](mailto:dpw@graffton-ma.gov)

June 22, 2017

RE: Uniform Rental Services

UniFirst Corporation  
295 Parker Street  
Indian Orchard, MA 01151

Dear Sir or Madam,

Enclosed you will find three copies of the contract between your firm and the Town of Grafton for Uniform Rental Services for the period of July 1, 2017 to June 30, 2020.

Please sign all copies where indicated and return them as soon as possible to the Grafton Public Works Department at the above address.

Please request that your insurance agent send you certificate of insurance as noted in the contract under Article 22.

We would appreciate receiving the requested materials as soon as possible to expedite the execution of the contract.

Sincerely,

Dave Crouse  
Highway Superintendent

CJC//dec

**DEPARTMENT OF PUBLIC WORKS  
TOWN OF GRAFTON  
CONTRACT FOR  
UNIFORM RENTAL SERVICES**

THIS AGREEMENT made this 1st day of July 2017, by and between UniFirst Corporation, 295 Parker Street, Indian Orchard, MA 01151, hereinafter called the "Contractor" and the Town of Grafton, a municipal corporation located in Worcester County Massachusetts, hereinafter called the "Town".

WITNESSETH: That the Contractor and the Town for the consideration hereinafter named agree as follows:

**ARTICLE 1 - SCOPE OF SERVICES**

The Contractor shall provide all materials, labor, tools, equipment, vehicles and insurance to undertake **Uniform Rental Services** as under the direction of the Director of Public Works as outlined in the bid documents for "**Uniform Rental Services**".

**ARTICLE 2 - THE CONTRACT SUM**

The Town shall pay to the Contractor for the performance of this contract, in current funds, upon satisfactory performance in the sole opinion of the Town the following rates:

**YEAR ONE**

Uniform	\$ 74.25/4.95/week/employee
Coveralls	\$ 1.20/.60/week/mechanic
Jackets	\$ 11.70/.78/week/employee

It is agreed that this contract may be extended for additional one (1) year periods by the Town. The Town will notify the contractor a minimum of sixty (60) days prior to the end of the contract year of the Town's intention to extend the contract period. If extended the following rates shall be in effect:

**YEAR TWO**

Uniforms	\$ 74.25/4.95/week/employee
Coveralls	\$ 1.20/.60/week/mechanic
Jackets	\$ 11.70/.78/week/employee

**YEAR THREE**

Uniforms	\$ 74.25/4.95/week/employee
Coveralls	\$ 1.20/.60/week mechanic
Jackets	\$ 11.70/.78/week/employee

**ARTICLE 3 - TIME OF COMPLETION**

The work to be performed under this contract shall commence on July 1, 2017 until June 30, 2018 and may be extended for one (1) year periods as specified in Article 2.

**ARTICLE 4 - THE CONTRACT DOCUMENTS**

The Contract Documents shall consist of this Contract, the Bid Form of the Contractor dated June 21, 2017, the notice to bidders and the Specifications and they are fully part of the Contract as if hereto attached or herein repeated and shall constitute the entire agreement between the parties.

## **ARTICLE 5 – BONDS**

Prior to signing this contract, the Town will require a Performance bond in the amount of Fifty percent (50%) of the contract.

## **ARTICLE 6 – INSURANCE**

The Contractor shall provide automobile liability insurance for hired and non-owned automobiles with the following limits:

Bodily Injury	\$1,000,000.00 Each Person
	\$1,000,000.00 Each Accident
Property	\$1,000,000.00

All insurance coverage specified herein shall remain in effect throughout the term of this contract.

The Contractor shall provide certificates of insurance to the Town prior to the start of work outlining the above minimum limits.

## **ARTICLE 7 - LIABILITY**

The contractor shall be solely responsible for any damages to personal property suffered, whether such damages are caused by the contractor, its agents, servants, employees, or its equipment. The Contractor shall further be solely responsible for all personal injury and death claims resulting from negligence or wrongful acts of the contractor, its agents, servants, employees and for all such injuries or claims arising from a malfunction of its equipment. The Contractor further agrees to indemnify and hold the Town harmless against any and all such claims arising out of the Contractor's performance under this contract.

## **ARTICLE 8 - PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though they were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

## **ARTICLE 9 - WORKER'S COMPENSATION AND UNEMPLOYMENT INSURANCE**

The Contractor's employees, servants and agents shall be deemed not to be Town's employees for either worker's compensation or employment insurance purposes, or any other purpose.

## **ARTICLE 10 - TAX COMPLIANCE**

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), the authorized signatory of the Contractor, do hereby certify under the pains and penalties of perjury that said Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes

IN WITNESS WHEREOF, SAID TOWN OF GRAFTON has caused this contract to be executed in its mane and behalf by the Board of Selectmen and the CONTRACTOR has executed this agreement upon the day and year first above written.

APPROVED AS TO FORM ONLY:

TOWN OF GRAFTON  
BOARD OF SELECTMEN

APPROVED AS TO AVAILABILITY  
OF FUNDS:

Contractor

UniFirst

Date


6/28/17

Pursuant to Massachusetts General Laws Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

042103460

FEDERAL ID NUMBER

BY:

  
Daniel Como General Mgr.

**DEPARTMENT OF PUBLIC WORKS  
TOWN OF GRAFTON  
CERTIFICATE OF AUTHORITY**

At a duly authorized meeting of the Board of Directors of UniFirst Corporation  
(Name of Corporation)

at which all the Directors were present or waived notice, it was VOTED, that

Daniel Como General Manager  
(Name) (Title)

of this company, be and he hereby is authorized to execute contracts and bonds in the name and  
behalf of said company, affix its corporate seal hereto, and such execution of any contract or  
obligation in its company's name on its behalf by such Cynthia Croatti  
(Officer)

under seal of company, shall be valid and binding upon this company.

A true copy,

ATTEST:   
(Clerk's Signature) Asst. Secretary

Place of Business: 68 Jonspin Road  
Wilmington, MA 01887

Date of this Contract: \_\_\_\_\_

I hereby certify that I am the <sup>Asst. Secretary</sup>~~Clerk~~ of UniFirst Corporation, that  
(Name of Corporation)

Daniel Como is the duly elected General Manager  
(Name) (Title)

of said company, and that the above vote has not been amended or rescinded and remains in full  
force and effect as of the date of this contract.

Corporate  
Seal

**DEPARTMENT OF PUBLIC WORKS  
TOWN OF GRAFTON  
CONTRACTOR CERTIFICATION**

As it is the policy of the Town to prohibit the use of undocumented workers in connection with the performance of Town contracts, require that contractors, as a condition of receiving Town funds shall make the following certification:

As evidenced by the signature of the Contractor's Authorized Signatory below, the Contractor certifies under the pains and penalties of perjury that the Contractor shall not knowingly use undocumented workers in connection with the performance of all Executive Branch contracts; that pursuant to federal requirements, the Contractor shall verify the immigration status of all workers assigned to such contracts without engaging in unlawful discrimination; and that the Contractor shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s). The Contractor understands and agrees that breach of any of these terms during the period of each contract may be regarded as a material breach, subjecting the Contractor to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.

  
\_\_\_\_\_  
Contractor Authorizing Signature

Date: 6/28/17

Daniel Como  
\_\_\_\_\_  
Print Name

Title: General Manager

Telephone: 413-543-1940

Fax: 413-543-3899

Email: Daniel.Como@UniFirst.com

The Contractor is required to sign this Certification only once and may provide a copy of the signed Certification for any contract executed with the Town. A copy of this signed Certification must be attached to the "record copy" of all contracts with this Contractor that are filed with the Town.

**Town of Grafton D.P.W  
30 Providence Road  
Grafton, MA 01519  
Phone 508-839-5335 x 1124**

The contractor is responsible to ensure that all personnel, including subcontractor, working on the project are issued and wearing all necessary personal protective safety equipment while working within the project limits. The equipment shall include, as a minimum, a hard hat and safety vest, regardless of the type of work being performed. Other safety equipment shall be added as required to perform the work in which they are engaged and in accordance with all local, state and federal requirements in effect. Safety equipment shall be provided at no additional cost to the Town of Grafton.

Contractors Signature  \_\_\_\_\_ Printed Name Daniel Como



# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bond Number: 30023-ACE-2015007

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

UniFirst Corporation  
68 Jonspin Road  
Wilmington, MA 01887

### SURETY:

(Name, legal status and principal place of business)

Westchester Fire Insurance Company  
436 Walnut Street  
Philadelphia, PA 19106-3703  
State of Inc: Pennsylvania

### OWNER:

(Name, legal status and address)

Town of Grafton  
30 Providence Road  
Grafton, MA 01519

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT:** Five Percent of Amount Bid (5% of amount bid)

### PROJECT:

(Name, location or address, and Project number, if any)

Uniform Rental Services


The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 16th day of June, 2017

  
(Witness) Kelly J. Folta

  
(Witness) Leanne Lynskey

(Principal)

(Title)

(Surety)

(Title)

UniFirst Corporation

Executive Vice President

Westchester Fire Insurance Company

Kristin S. Bender, Attorney-in-Fact

# Power of Attorney

## WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Annette Leuschner, April D Perez, James P Holland, Jessica Iannotta, Kelly O'Malley, Kristin S Bender, Marisol Mojica, Theresa Giraldo, all of the City of MORRISTOWN, New Jersey, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Seventy Five million dollars & zero cents (\$75,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 10 day of May 2016.

WESTCHESTER FIRE INSURANCE COMPANY

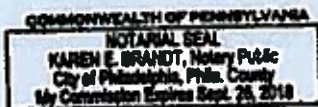


Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA ss.

On this 10 day of May, AD. 2016 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company, that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



Karen E. Brandt  
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 6th day of June, 2017



William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER May 09, 2018.



**WESTCHESTER FIRE INSURANCE COMPANY****FINANCIAL STATEMENT****DECEMBER 31, 2016****ADMITTED ASSETS**

BONDS	\$1,492,813,519
SHORT - TERM INVESTMENTS	34,890,369
STOCKS	450,903
REAL ESTATE	0
CASH ON HAND AND IN BANK	19,880,440
PREMIUM IN COURSE OF COLLECTION*	69,254,246
INTEREST ACCRUED	14,505,011
OTHER ASSETS	132,649,982
TOTAL ASSETS	<u>\$1,764,444,470</u>

**LIABILITIES**

RESERVE FOR UNEARNED PREMIUMS	\$200,260,562
RESERVE FOR LOSSES	851,003,190
RESERVE FOR TAXES	16,081,016
FUNDS HELD UNDER REINSURANCE TREATIES	5,666,051
OTHER LIABILITIES	(11,412,992)
TOTAL LIABILITIES	<u>1,061,597,827</u>


CAPITAL: 70,000 SHARES, \$71.43 PAR VALUE	5,000,100
CAPITAL: PAID IN	304,543,059
AGGREGATE WRITE-INS FOR SPECIAL SURPLUS FUNDS	113,661,643
SURPLUS (UNASSIGNED)	279,641,841
SURPLUS TO POLICYHOLDERS	<u>702,846,643</u>
TOTAL	<u>\$1,764,444,470</u>

(\*EXCLUDES PREMIUM MORE THAN 90 DAYS DUE.)

**STATE OF PENNSYLVANIA****COUNTY OF PHILADELPHIA**

John Taylor, being duly sworn, says that he is Senior Vice President of Westchester Fire Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31 st day of December, 2016.

Sworn before me this March 22, 2017

  
\_\_\_\_\_  
Senior Vice President

  
\_\_\_\_\_  
Notary Public

August 8, 2019  
My commission expires

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Diane Wright, Notary Public  
City of Philadelphia, Philadelphia County  
My Commission Expires Aug. 8, 2019  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES





# CERTIFICATE OF LIABILITY INSURANCE

UNIFCOR-01

KAMATCU

DATE (MM/DD/YYYY)

10/3/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Willis of Massachusetts, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37230-5191	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center <b>PHONE (A/C, No, Ext):</b> (877) 945-7378 <b>FAX (A/C, No):</b> (888) 467-2378 <b>E-MAIL ADDRESS:</b> certificates@willis.com																					
<b>INSURED</b>  UniFirst Corporation and its Subsidiaries 68 Jonspin Road Wilmington, MA 01887-1086	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>ACE American Insurance Company</td><td>22667</td></tr><tr><td>INSURER B:</td><td>Indemnity Insurance Company of North America</td><td>43575</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	ACE American Insurance Company	22667	INSURER B:	Indemnity Insurance Company of North America	43575	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X X	HDOG27858752	10/01/2016	10/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> <b>UTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X X	ISAH09051284	10/01/2016	10/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N/A	X WLRC49104261	10/01/2016	10/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Work Comp & Emp Liab	X	WLRC4910425A	10/01/2016	10/01/2017	See Attached

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is an Additional Insured for General Liability and Auto Liability as their interest may appear if required by written contract but only with respect to liability arising out of operations of the Named Insured.

It is understood and agreed that the Company waives its right of Subrogation against the Additional Insured which may arise by reason of a payment of claim under all the policies, if required by written contract and as permitted by law.

Division/Location: 018  
SEE ATTACHED ACORD 101

**CERTIFICATE HOLDER****CANCELLATION**

Town of Grafton Municipal Building  
Attn: David Crouse  
30 Providence Rd.  
Grafton, MA 01519

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: UNIFCOR-01

KAMATCHI

LOC #: \_\_\_\_\_

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY City of Massachusetts, Inc.		NAMED INSURED UniFirst Corporation and its Subsidiaries 68 Jonspin Road Wilmington, MA 01887-1086	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:  
Additional Insured: Town of Grafton Municipal Building

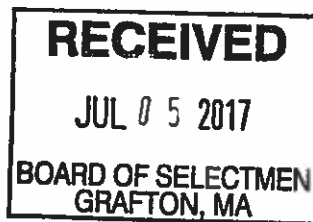
## ADDITIONAL COVERAGE SCHEDULE

COVERAGE	LIMITS
<b>POLICY TYPE: Workers Compensation and Employers Liability</b> <b>CARRIER: ACE American Insurance Company</b> <b>POLICY TERM: 10/01/2016 - 10/01/2017</b> <b>POLICY NUMBER: WLRC4910425A</b>	<b>Work Comp - Per Statute</b> <b>\$1,000,000 E.L. Each Accident</b> <b>\$1,000,000 E.L. Disease - Policy Limit</b> <b>\$1,000,000 E.L. Disease - Each Employee</b>
<b>POLICY TYPE: Workers Compensation and Employers Liability</b> <b>CARRIER: ACE American Insurance Company</b> <b>POLICY TERM: 10/01/2016 - 10/01/2017</b> <b>POLICY NUMBER: WCUC49104248</b>	<b>Work Comp - Per Statute</b> <b>\$1,000,000 E.L. Each Accident</b> <b>\$1,000,000 E.L. Disease - Policy Limit</b> <b>\$1,000,000 E.L. Disease - Each Employee</b>
<b>POLICY TYPE: Workers Compensation and Employers Liability</b> <b>CARRIER: Agri General Insurance Company</b> <b>POLICY TERM: 10/01/2016 - 10/01/2017</b> <b>POLICY NUMBER: WLRC49104273</b>	<b>Work Comp - Per Statute</b> <b>\$1,000,000 E.L. Each Accident</b> <b>\$1,000,000 E.L. Disease - Policy Limit</b> <b>\$1,000,000 E.L. Disease - Each Employee</b>
<b>POLICY TYPE: Workers Compensation and Employers Liability</b> <b>CARRIER: ACE Fire Underwriters Insurance Company</b> <b>POLICY TERM: 10/01/2016 - 10/01/2017</b> <b>POLICY NUMBER: SCFC49104285</b>	<b>Work Comp - Per Statute</b> <b>\$1,000,000 E.L. Each Accident</b> <b>\$1,000,000 E.L. Disease - Policy Limit</b> <b>\$1,000,000 E.L. Disease - Each Employee</b>



BOS

George L. Durfee  
100 Merriam Road  
Grafton, MA 01519



July 5, 2017

Mr. Timothy P. McInerney  
Town Administrator  
Town of Grafton  
30 Providence Road  
Grafton, MA 01519

RE: Request to be placed on Board of Selectmen Meeting Concerning Citizen Petition

Dear Mr. McInerney:

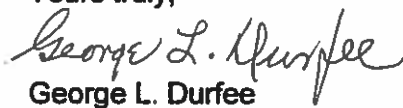
The residents of both Merriam Road and Adams Road have signed a petition in opposition to the proposed changes to the intersection of Merriam and Adams Road. The residents believe that the proposed elimination of the traffic island at that intersection poses a risk to both motorists and homeowners. The proposed plans dramatically reduce the roadway surface area and will impede the smooth flow of traffic.

In addition to issues with the proposed intersection, many residents are concerned with the proposed widening of Adams Road and associated extensive tree removal. The proposed roadway will forever change the character of the scenic road.

Accordingly, I am requesting that the **citizen petition in opposition** to the proposed Merriam Road/Adams Road intersection be placed on the Board of Selectmen agenda for the July 11, 2017 meeting. Many residents want to speak to the Selectmen concerning the proposed roadway plans.

Thank you for considering this request.

Yours truly,

  
George L. Durfee

508 839 4689

June 29, 2017

**Petition for Stopping and Preventing the Town of Grafton to Change the Intersection of Merriam Road and Adams Road to a "T" Configuration as Part of Improving the Drainage on Adams Road.**

We the undersigned being residents in the Town of Grafton hereby declare our strong opposition for the planned elimination of the "island" at the intersection of Merriam Road and Adams Road in order to construct a new "T" configuration.

We believe a "T" intersection that eliminates the present easy passage of eastbound traffic along Merriam Road to continue north on Adams Road is critically important for maintaining good traffic flow along Merriam Road.

Likewise, we believe it is of equal importance for southbound traffic on Adams Road to be able to easily continue going west on Merriam Road without encountering the inevitable congestion of a "T" intersection. The planned "T" intersection reduces the present road area at the intersection thereby increasing traffic congestion at a busy intersection frequently traveled by construction truck traffic in both directions.

Signature(s)	Address
George L. Newfee	100 Merriam Road
Alberta Newfee	100 Merriam Rd
Mal Newfee	100 Merriam Rd
Karen M. Smith	97 Merriam Rd.
Harold C. Clark	97 MERRIAM RD.
Gerard J. Cogan	96 MERRIAM RD.
Daniel J. Cogan	96 Merriam Rd
Esther A. Pitnam	6 Adams Rd.
Louise J. J. J.	101 Merriam Rd
BEEX	108 Merriam
Muhall Tameh	10 Adams Rd
Richard J. Parker	9 Adams Rd.
G. J.	12 Adams Rd

## DESCRIPTION

The OVF LED roadway luminaire provides uncompromising optical performance and outstanding versatility for a wide variety of area and roadway applications. Patented modular LightBAR™ technology delivers uniform and energy-conscious illumination to walkways, parking lots and roadways. UL/cUL Listed for wet locations.

Catalog #		Type
Project		
Comments		Date
Prepared by		

## SPECIFICATION FEATURES

### Construction

Heavy-duty cast aluminum housing and removable door 3G vibration rated to ensure strength of construction and longevity in application. Die-cast aluminum door frame features integral hinges for tool-less maintenance access.

### Optics

Choice of twelve patented, high-efficiency AccuLED Optics™ distributions. Optics are precisely designed to shape the light output, maximizing efficiency and application spacing. AccuLED Optics technology creates consistent distributions with the scalability to meet customized application requirements. Offered Standard in 4000K (+/- 275K) CCT and minimum 70 CRI. Optional 3000K CCT, 5000K CCT and 5700K CCT. For the ultimate level of spill light control, an optional house-side shield accessory can be field or factory installed. The house-side shield is designed to seamlessly integrate with the SL2, SL3 or SL4 optics.

### Electrical

LED drivers mount to die-cast aluminum back housing for optimal heat sinking, operation efficacy, and prolonged life. Standard drivers feature electronic universal voltage (120-277V 50/60Hz), 347V 60Hz or 480V 60Hz operation. 480V is compatible for use with 480V Wye systems only. Greater than 0.9 power factor, less than 20% harmonic distortion, and is suitable for operation in -40°C to 40°C ambient environments. All fixtures are shipped standard with 10kV/10kA common – and differential – mode surge protection. LightBARs feature an IP66 enclosure rating and maintain greater than 95% lumen maintenance at 60,000 hours per IESNA TM-21. Occupancy sensor and dimming options available.

### Mounting

Two-bolt/one bracket slipfitter with cast-in pipe stop and leveling steps. Fixed-in-place birdguard seals around 1-1/4" to 2" (1-5/8" to 2-3/8" O.D.) mounting arms.

### Finish

Components finished in a standard grey five-stage Super TGIC polyester powder coat paint, 2.5 mil nominal thickness for superior protection against fade and wear. Consult your lighting representative at Eaton for a complete selection of standard colors including black and bronze. RAL and custom color matches available.

### Warranty

Five-year warranty.

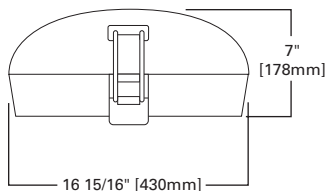
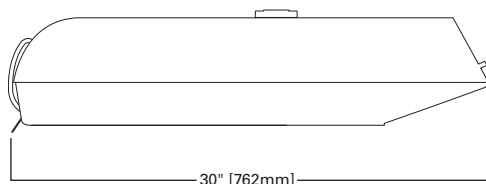


## OVF LED ROADWAY LARGE COBRAHEAD

1 - 6 LightBARs  
LED

ROADWAY LUMINAIRE

## DIMENSIONS



## CERTIFICATION DATA

UL/cUL Listed  
ISO 9001  
IP66 LightBARs  
3G Vibration Rated

## ENERGY DATA

**Electronic LED Driver**  
>0.9 Power Factor  
<20% Total Harmonic Distortion  
120-277V/50 & 60Hz, 347V/60Hz,  
480V/60Hz  
-40°C Minimum Temperature  
40°C Ambient Temperature Rating

## EPA

**Effective Projected Area:** (Sq. Ft.)  
0.87

## SHIPPING DATA

**Approximate Net Weight:**  
35 lbs. (15.87 kgs.)

## POWER AND LUMENS BY BAR COUNT (21 LED LIGHTBARS)

Number of LightBARs		E01	E02	E03	E04	E05	E06
Drive Current		350mA Drive Current					
Power (Watts)		25W	52W	75W	97W	127W	149W
Current @ 120V (A)		0.22	0.44	0.63	0.82	1.07	1.26
Current @ 277V (A)		0.10	0.20	0.28	0.36	0.48	0.56
Power (Watts)		31W	58W	82W	99W	132W	159W
Current @ 347V (A)		0.11	0.19	0.28	0.29	0.39	0.48
Current @ 480V (A)		0.09	0.15	0.20	0.21	0.30	0.36
T2	Lumens	2,999	5,997	8,996	11,994	14,993	17,991
	BUG Rating	B1-U0-G1	B2-U0-G2	B3-U0-G3	B3-U0-G3	B3-U0-G3	B3-U0-G3
T3	Lumens	2,986	5,972	8,957	11,943	14,929	17,915
	BUG Rating	B1-U0-G1	B2-U0-G2	B3-U0-G3	B3-U0-G3	B3-U0-G3	B3-U0-G3
T4	Lumens	2,939	5,877	8,816	11,754	14,693	17,632
	BUG Rating	B1-U0-G1	B1-U0-G2	B1-U0-G2	B2-U0-G3	B2-U0-G3	B2-U0-G3
5MQ	Lumens	3,108	6,215	9,323	12,431	15,538	18,646
	BUG Rating	B2-U0-G1	B3-U0-G1	B3-U0-G2	B4-U0-G2	B4-U0-G2	B4-U0-G2
5WQ	Lumens	3,066	6,131	9,197	12,262	15,328	18,393
	BUG Rating	B2-U0-G1	B3-U0-G1	B3-U0-G2	B4-U0-G2	B4-U0-G2	B4-U0-G2
5XQ	Lumens	3,092	6,184	9,276	12,368	15,461	18,553
	BUG Rating	B2-U0-G1	B3-U0-G2	B3-U0-G3	B4-U0-G3	B4-U0-G3	B4-U0-G4
SL2	Lumens	2,928	5,856	8,784	11,712	14,640	17,568
	BUG Rating	B1-U0-G1	B1-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G2	B3-U0-G3
SL3	Lumens	2,969	5,937	8,906	11,875	14,843	17,812
	BUG Rating	B1-U0-G1	B1-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G3	B3-U0-G3
SL4	Lumens	2,882	5,764	8,646	11,528	14,410	17,292
	BUG Rating	B1-U0-G1	B1-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G3	B3-U0-G3
RW	Lumens	3,004	6,007	9,011	12,015	15,018	18,022
	BUG Rating	B2-U0-G2	B3-U0-G3	B3-U0-G3	B3-U0-G3	B4-U0-G4	B4-U0-G4
SLL/SLR	Lumens	2,693	5,387	8,080	10,774	13,467	16,161
	BUG Rating	B1-U0-G2	B1-U0-G2	B1-U0-G3	B2-U0-G3	B2-U0-G4	B2-U0-G4

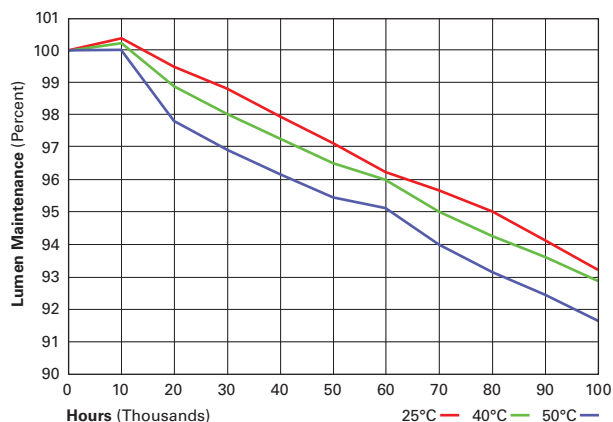
## LUMEN MAINTENANCE

Ambient Temperature	25,000 Hours*	50,000 Hours*	60,000 Hours*	100,000 Hours	Theoretical L70 (Hours)
25°C	> 99%	> 97%	> 96%	> 93%	> 450,000
40°C	> 98%	> 97%	> 96%	> 92%	> 425,000
50°C	> 97%	> 96%	> 95%	> 91%	> 400,000

\* Per IESNA TM-21 data.

## LUMEN MULTIPLIER

Ambient Temperature	Lumen Multiplier
10°C	1.02
15°C	1.01
25°C	1.00
40°C	0.99
50°C	0.96



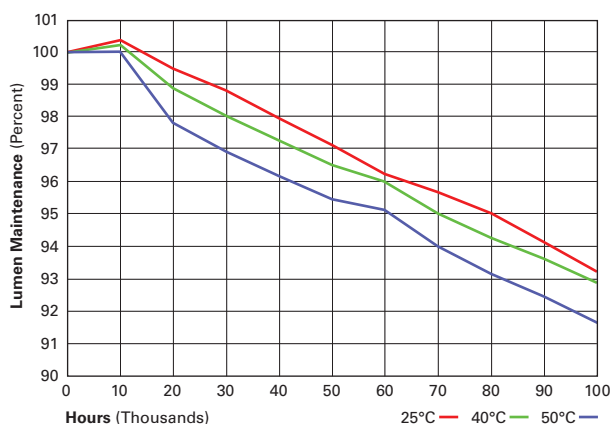
## POWER AND LUMENS BY BAR COUNT (7 LED LIGHTBARS)

Number of LightBARs		F01	F02	F03	F04	F05	F06
Drive Current		1A Drive Current					
Power (Watts)		26W	55W	78W	102W	133W	157W
Current @ 120V (A)		0.22	0.46	0.66	0.86	1.12	1.31
Current @ 277V (A)		0.10	0.21	0.29	0.37	0.50	0.58
Power (Watts)		32W	60W	85W	105W	137W	164W
Current @ 347V (A)		0.11	0.19	0.28	0.30	0.41	0.49
Current @ 480V (A)		0.09	0.15	0.21	0.22	0.31	0.37
T2	Lumens	2,475	4,951	7,426	9,902	12,377	14,852
	BUG Rating	B1-U0-G1	B2-U0-G2	B2-U0-G2	B3-U0-G3	B3-U0-G3	B3-U0-G3
T3	Lumens	2,465	4,930	7,395	9,859	12,324	14,789
	BUG Rating	B1-U0-G1	B2-U0-G2	B2-U0-G2	B3-U0-G3	B3-U0-G3	B3-U0-G3
T4	Lumens	2,426	4,852	7,278	9,704	12,129	14,555
	BUG Rating	B1-U0-G1	B1-U0-G2	B1-U0-G2	B2-U0-G2	B2-U0-G3	B2-U0-G3
5MQ	Lumens	2,565	5,131	7,696	10,262	12,827	15,393
	BUG Rating	B2-U0-G1	B3-U0-G1	B3-U0-G1	B3-U0-G2	B4-U0-G2	B4-U0-G2
5WQ	Lumens	2,531	5,061	7,592	10,123	12,654	15,184
	BUG Rating	B2-U0-G1	B3-U0-G1	B3-U0-G2	B4-U0-G2	B4-U0-G2	B4-U0-G2
5XQ	Lumens	2,553	5,105	7,658	10,210	12,763	15,316
	BUG Rating	B2-U0-G1	B3-U0-G2	B3-U0-G3	B4-U0-G3	B4-U0-G3	B4-U0-G3
SL2	Lumens	2,417	4,834	7,251	9,668	12,086	14,503
	BUG Rating	B1-U0-G1	B1-U0-G1	B1-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G2
SL3	Lumens	2,451	4,901	7,352	9,803	12,254	14,704
	BUG Rating	B1-U0-G1	B1-U0-G1	B1-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G3
SL4	Lumens	2,379	4,758	7,138	9,517	11,896	14,275
	BUG Rating	B1-U0-G1	B1-U0-G2	B1-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G3
RW	Lumens	2,480	4,959	7,439	9,918	12,398	14,878
	BUG Rating	B1-U0-G1	B2-U0-G2	B3-U0-G3	B3-U0-G3	B3-U0-G3	B4-U0-G4
SLL/SLR	Lumens	2,224	4,447	6,671	8,894	11,118	13,341
	BUG Rating	B1-U0-G1	B1-U0-G2	B1-U0-G3	B1-U0-G3	B2-U0-G3	B2-U0-G4

## LUMEN MAINTENANCE

Ambient Temperature	25,000 Hours*	50,000 Hours*	60,000 Hours*	100,000 Hours	Theoretical L70 (Hours)
25°C	> 99%	> 97%	> 96%	> 93%	> 450,000
40°C	> 98%	> 97%	> 96%	> 92%	> 425,000
50°C	> 97%	> 96%	> 95%	> 91%	> 400,000

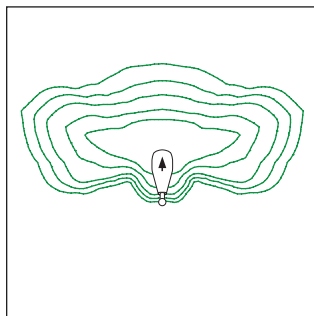
\* Per IESNA TM-21 data.



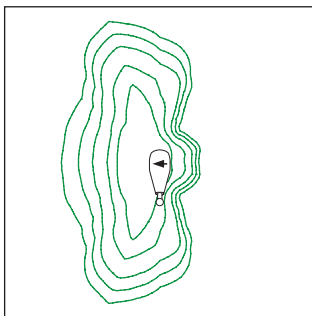
## LUMEN MULTIPLIER

Ambient Temperature	Lumen Multiplier
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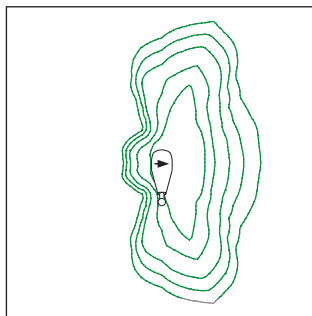
## OPTIC ORIENTATION



Standard



Optics Rotated Left @ 90° (L90)



Optics Rotated Right @ 90° (R90)

## ORDERING INFORMATION

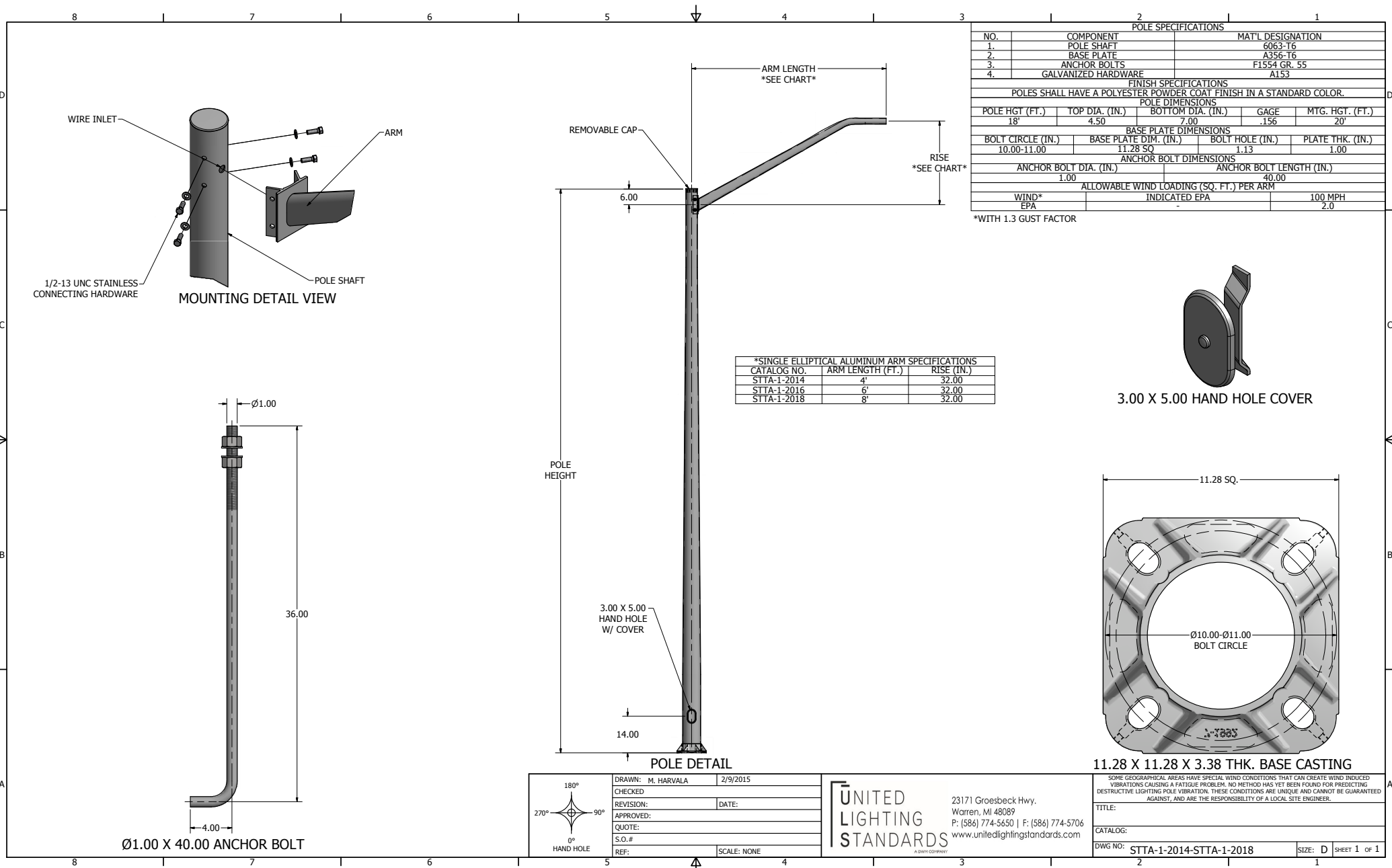
Sample Number: OVF-E01-LED-E-U-T3-AP

Product Family <sup>1</sup>	Number of LightBARs <sup>2,3</sup>	Lamp Type	Ballast Type	Voltage	Distribution	Color
<b>OVF=Roadway Large Cobrahead</b>	<b>E01</b> =(1) 21 LED LightBAR <b>E02</b> =(2) 21 LED LightBARs <b>E03</b> =(3) 21 LED LightBARs <b>E04</b> =(4) 21 LED LightBARs <b>E05</b> =(5) 21 LED LightBARs <b>E06</b> =(6) 21 LED LightBARs <b>F01</b> =(1) 7 LED LightBAR <b>F02</b> =(2) 7 LED LightBARs <b>F03</b> =(3) 7 LED LightBARs <b>F04</b> =(4) 7 LED LightBARs <b>F05</b> =(5) 7 LED LightBARs <b>F06</b> =(6) 7 LED LightBARs	<b>LED</b> =Solid State Light Emitting Diodes	<b>E</b> =Electronic	<b>U</b> =Universal 120-277V 8=480V <sup>4</sup> 9=347V	<b>T2</b> =Type II <b>T3</b> =Type III <b>T4</b> =Type IV <b>SL2</b> =Type II with Spill Control <b>SL3</b> =Type III with Spill Control <b>SL4</b> =Type IV with Spill Control <b>RW</b> =Rectangular Wide <b>5MQ</b> =Type V Square Medium <b>5WQ</b> =Type V Square Wide <b>5XQ</b> =Type V Square Extra Wide <b>SLL</b> =90° Spill Light Eliminator Left <b>SLR</b> =90° Spill Light Eliminator Right	<b>AP</b> =Grey <b>BZ</b> =Bronze <b>BK</b> =Black <b>WH</b> =White <b>A</b> =Raw Aluminum Unfinished
<b>Options</b> (Add as Suffix)					<b>Accessories</b> (Order Separately)	
4=NEMA Twistlock Photocontrol Receptacle 4N7=NEMA 7-PIN Twistlock Photocontrol Receptacle U=UL and cUL Listed K=Level Indicator 2L=Two Circuits <sup>5</sup> LCF=LightBAR Cover Plate Matches Housing Finish HSS=Factory Installed House Side Shield <sup>6</sup>			R90=Optics Rotated Right 90° L90=Optics Rotated Left 90° 7030=70 CRI / 3000K <sup>7</sup> 7050=70 CRI / 5000K <sup>7</sup> 7060=70 CRI / 5700K <sup>7</sup> 8030=80 CRI / 3000K <sup>7</sup> HA=50°C High Ambient		OA/RA1016=NEMA Photocontrol Multi-Tap OA/RA1014=NEMA Twistlock Photocontrol - 120V OA1223=10kV Circuit Module Replacement OA/RA1013=Photocontrol Shorting Cap LB/HSS-21=Field Installed House Side Shield for "E" LightBARs <sup>6,8</sup> LB/HSS-07=Field Installed House Side Shield for "F" LightBARs <sup>6,8</sup>	

## NOTES:

- Customer is responsible for engineering analysis to confirm pole and fixture compatibility for all applications. Refer to our white paper WP513001EN for additional support information.
- 21 LED LightBAR powered at 350mA, 7 LED LightBAR powered at 1A.
- Standard 4000K CCT and nominal 70 CRI.
- Only for use with 480V Wye systems. Per NEC, not for use with ungrounded systems, impedance grounded systems or corner grounded systems (commonly known as Three Phase Three Wire Delta, Three Phase High Leg Delta and Three Phase Corner Grounded Delta systems).
- Low-level output varies by bar count specified. Consult factory. Not available with 347V or 480V. Requires quantity two or more light bars.
- Only for use with SL2, SL3 and SL4 distributions. Not available with L90 and R90 options.
- Extended lead times apply. See website for IES files.
- One required for each light bar. Not available with L90 and R90 options.





POLE SPECIFICATIONS				
NO.	COMPONENT	MAT'L DESIGNATION		
1.	POLE SHAFT	6063-T6		
2.	BASE PLATE	A356-T6		
3.	ANCHOR BOLTS	F1554 GR. 55		
4.	GALVANIZED HARDWARE	A153		
FINISH SPECIFICATIONS				
POLES SHALL HAVE A POLYESTER POWDER COAT FINISH IN A STANDARD COLOR.				
POLE DIMENSIONS				
POLE HGT. (FT.)	TOP DIA. (IN.)	BOTTOM DIA. (IN.)	GAGE	MTG. HGT. (FT.)
18'	4.50	7.00	.156	20'
BASE PLATE DIMENSIONS				
BOLT CIRCLE (IN.)	BASE PLATE DIM. (IN.)	BOLT HOLE (IN.)	PLATE THK. (IN.)	
10.00-11.00	11.28 SQ	1.13	1.00	
ANCHOR BOLT DIMENSIONS				
ANCHOR BOLT DIA. (IN.)		ANCHOR BOLT LENGTH (IN.)		
1.00		40.00		
ALLOWABLE WIND LOADING (SQ. FT.) PER ARM				
WIND*	INDICATED EPA			100 MPH
EPA	-			2.0

\*WITH 1.3 GUST FACTOR

*SINGLE ELLIPTICAL ALUMINUM ARM SPECIFICATIONS		
CATALOG NO.	ARM LENGTH (FT.)	RISE (IN.)
STTA-1-2014	4'	32.00
STTA-1-2016	6'	32.00
STTA-1-2018	8'	32.00

UNITED  
LIGHTING  
STANDARDS

23171 Groesbeck Hwy.  
Warren, MI 48089  
P: (586) 774-5650 | F: (586) 774-5706  
www.unitedlightingstandards.com

180°

270°

0° HAND HOLE

90°

DRAWN: M. HARVALA

CHECKED:

APPROVED:

QUOTE:

S.O.#

REF:

2/9/2015

DATE:

SCALE: NONE

SOME GEOGRAPHICAL AREAS HAVE SPECIAL WIND CONDITIONS THAT CAN CREATE WIND INDUCED VIBRATIONS CAUSING A FATIGUE PROBLEM. NO METHOD HAS YET BEEN FOUND FOR PREDICTING DESTRUCTIVE LIGHTING POLE VIBRATION. THESE CONDITIONS ARE UNIQUE AND CANNOT BE GUARANTEED AGAINST, AND ARE THE RESPONSIBILITY OF A LOCAL SITE ENGINEER.

TITLE:

CATALOG:

DWG NO: STTA-1-2014-STTA-1-2018

SIZE: D

SHEET 1 OF 1



PREPARED FOR:  
BULL MEADOW, LLC.  
2 RACHEL ROAD  
BOYLSTON, MA 01505

4	02/22/2017	TOWN COMMENTS
3	01/09/2017	TOWN COMMENTS
2	11/22/2016	TOWN COMMENTS
1	10/11/2016	TOWN COMMENTS
No.	Date	Revision



Drawn By: BRM      Designed By: BRM      Checked By: BRM

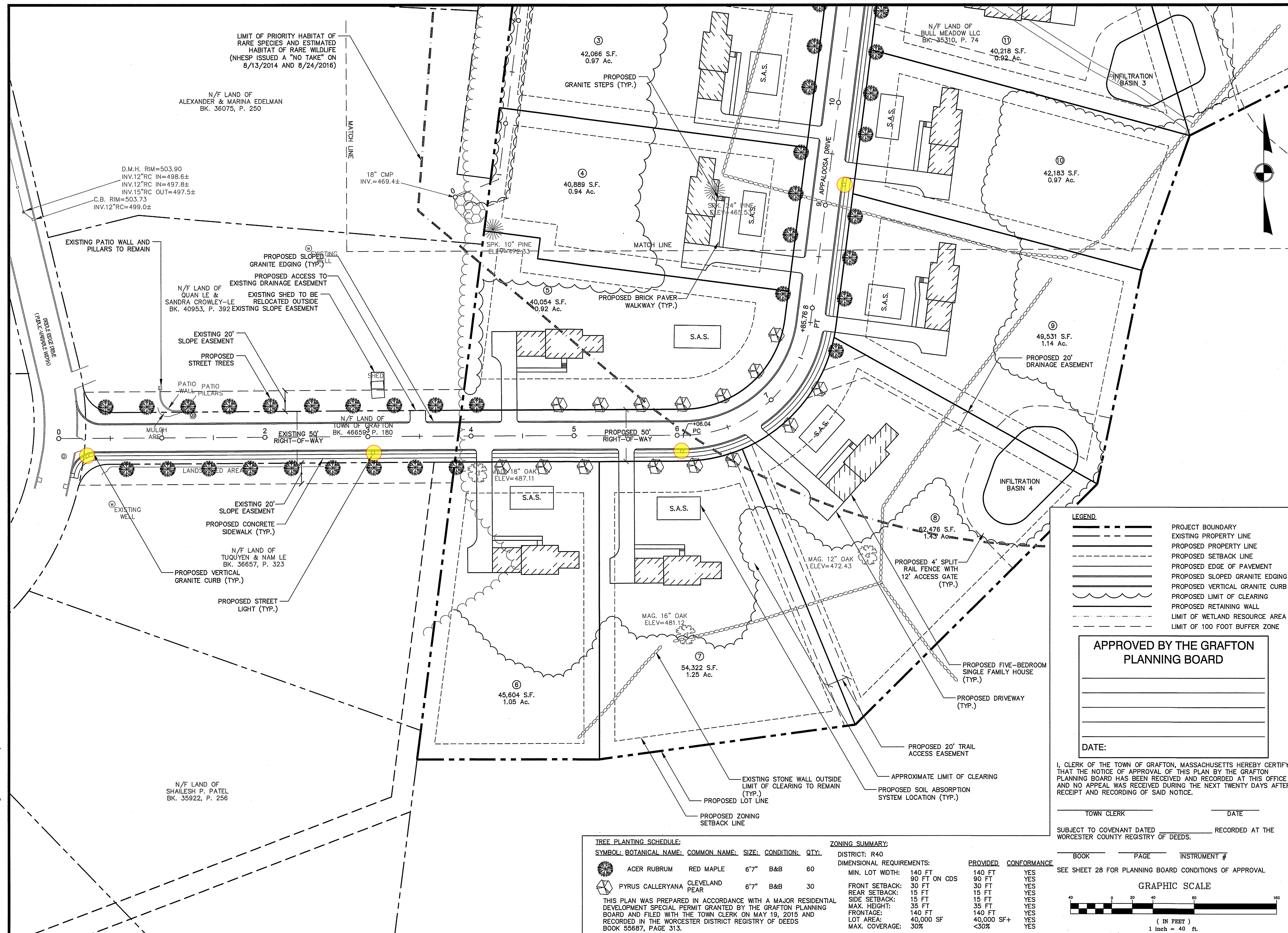
**McCarty Engineering, Inc.**  
**Civil Engineers**  
42 Jungle Road, Leominster, MA 01453  
phone: (978) 534-1318 fax: (978) 840-6907  
[www.mccartydb.com](http://www.mccartydb.com)

Project Name  
Estates at Bull Meadow  
Definitive Plan  
N. Grafton, MA 01536

Sheet Title  
Layout and Materials  
Plan  
(3 of 3)

Job No: 066  
File Name: 066P-CMA02  
Date: June 10, 2016  
Scale: 1"=40'

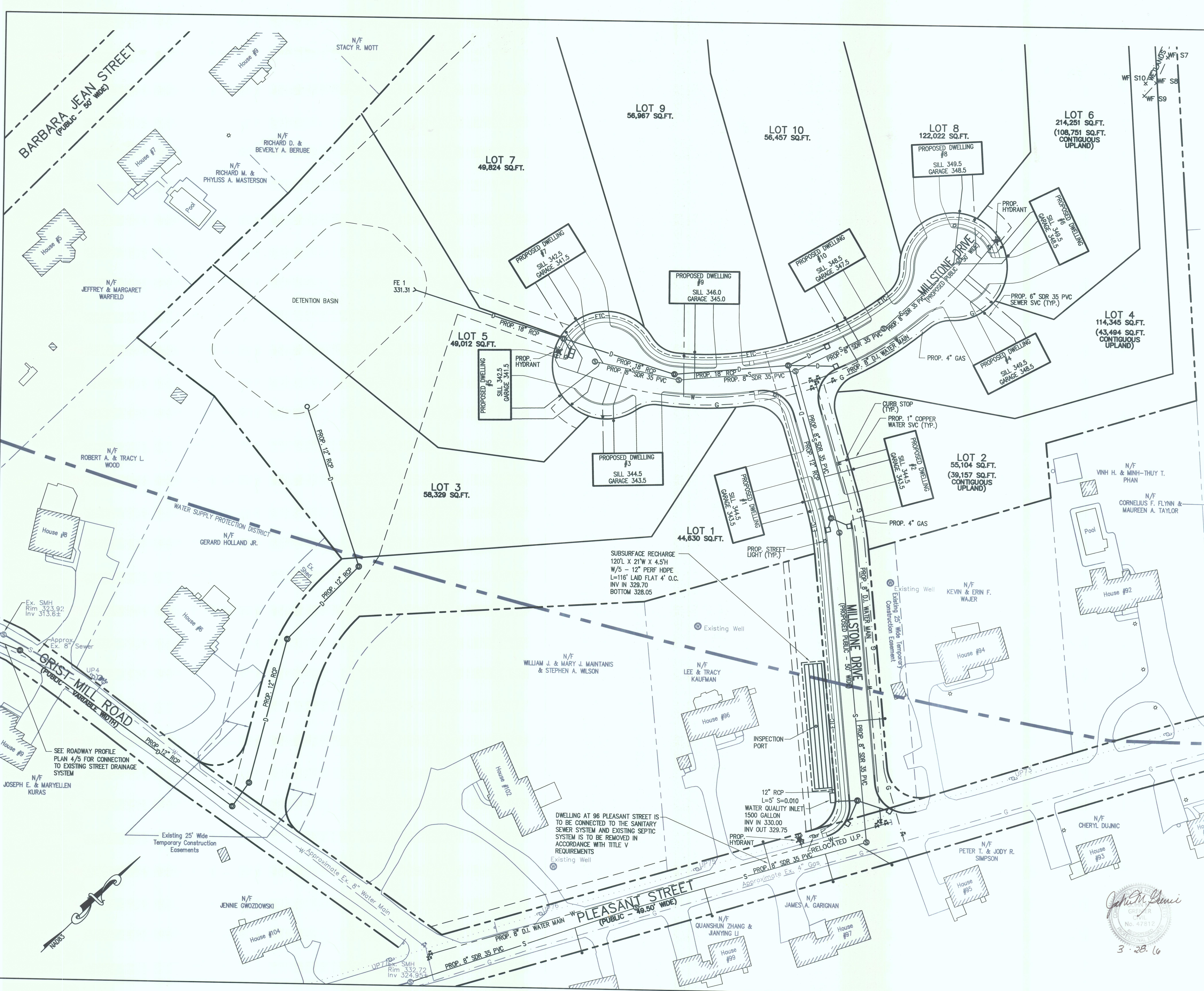
Sheet No.  
**9**  
OF 29











LEGEND	
	EXISTING PROPERTY LINE
	PROPOSED PROPERTY LINE
	PROPOSED EASEMENT LINE
	PROPOSED ZONING YARD SETBACK LINE
	EXISTING CONTOUR - HIGH
	EXISTING CONTOUR - LOW
	PROPOSED CONTOUR - HIGH
	PROPOSED CONTOUR - LOW
	EXISTING UTILITY POLE
	EXISTING OVERHEAD WIRES
	PROPOSED ELECTRIC, TELEPHONE, CABLE
	PROPOSED DRAIN LINE
	EXISTING WATER LINE
	PROPOSED WATER LINE
	EXISTING GAS LINE
	PROPOSED GAS LINE
	EXISTING SEWER LINE
	PROPOSED SEWER LINE
	EDGE VEGETATED WETLANDS
	WETLAND BUFFER
	EXISTING EDGE PAVEMENT
	PROPOSED EDGE PAVEMENT
	PROPOSED SLOPED GRANITE CURB
	PROPOSED VERTICAL GRANITE CURB
	EXISTING TREE LINE
	PROPOSED TREE LINE
	ZONE LINE
	EROSION BARRIER

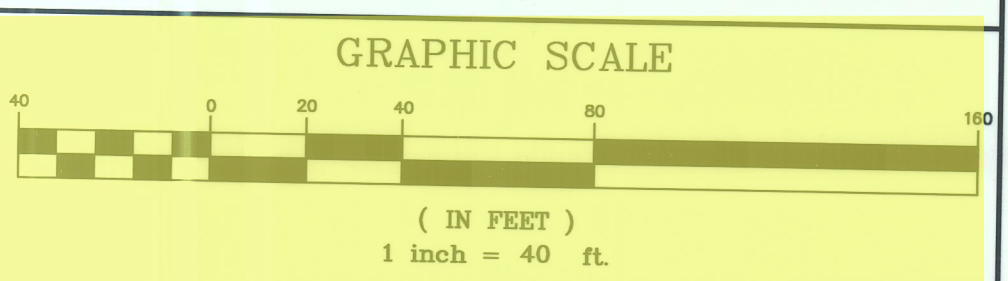
GRAFTON PLANNING BOARD

APPROVAL UNDER THE SUBDIVISION CONTROL LAW IS REQUIRED

*[Signature]*  
TOWN CLERK  
DATE: 5/16/16

I, CLERK OF THE TOWN OF GRAFTON, MASSACHUSETTS HEREBY CERTIFY THAT THE NOTICE OF APPROVAL OF THIS PLAN BY THE GRAFTON PLANNING BOARD HAS BEEN RECEIVED AND RECORDED AT THIS OFFICE AND NO APPEAL WAS RECEIVED DURING THE NEXT TWENTY DAYS AFTER RECEIPT AND RECORDING OF SAID NOTICE.

TOWN CLERK \_\_\_\_\_ DATE \_\_\_\_\_  
SEE SHEET 2 OF 18 FOR PLANNING BOARD CONDITIONS OF APPROVAL.  
SUBJECT TO CONVEYANCE DATED \_\_\_\_\_ RECORDED AT \_\_\_\_\_  
WORCESTER DISTRICT REGISTRY OF DEEDS BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
THIS PLAN WAS PREPARED IN ACCORDANCE WITH A MAJOR RESIDENTIAL DEVELOPMENT SPECIAL PERMIT GRANTED BY THE GRAFTON PLANNING BOARD ON MAY 19, 2014 AND RECORDED IN THE WORCESTER DISTRICT REGISTRY OF DEEDS BOOK: 54313 PAGE 174.  
DEEDS OF EASEMENTS TO BE RECORDED HERewith.



REV. NO.	DATE	REVISION
4	3/28/16	CONSERVATION COMMISSION COMMENTS
3	12/16/15	CONDITIONS OF APPROVAL
2	11/17/15	TOWN COMMENTS / GRAVES ENGINEERING COMMENTS
1	7/13/15	TOWN COMMENTS / GRAVES ENGINEERING COMMENTS

TITLE: "GRISTMILL VILLAGE" DEFINITIVE PLAN  
CONVENTIONAL DEVELOPMENT  
GRAFTON, MASSACHUSETTS 01519

PREPARED FOR:  
CASA BUILDERS & DEVELOPERS CORP.  
P.O. BOX 1205  
WESTBOROUGH, MASSACHUSETTS 01581

PREPARED BY:  
J.M. GRENIER ASSOCIATES INC.  
787 HARTFORD TURNPIKE  
SHREWSBURY, MASSACHUSETTS 01545  
TELE NO.: (508) 845-2500 FAX NO.: (508) 842-0800

SCALE: 1" = 40' DATE: MARCH 13, 2015

UTILITY PLAN

SHEET NO.: SHEET 10 OF 18 PROJECT NO.: G-353





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[www.grafton-ma.gov](http://www.grafton-ma.gov)

**BOARD OF SELECTMEN  
MEETING MINUTES**

February 7, 2017  
Municipal Center, Conference Room A  
7:00 p.m.

A regular meeting was called to order at 7PM. Present was Jen Thomas, Bruce Spinney, Brook Padgett, Rebecca Meekins, and Tim McInerney. Sargon Hanna was absent.

Chairwoman Jen Thomas gave announcements related to town matters.

**Superintendent of Public Schools – Jay Cummings – MSBA Grant**

Superintendent of Grafton Public Schools, Dr. Jay Cummings was present to request that the Board of Selectmen sign off on a request to allow the schools to apply for a Massachusetts School Building Authority grant. This form is simply a statement of interest form, which is nonbinding but if the town is granted the match from MSBA, 40-year-old windows could be replaced around the district. This was slated to be a part of the 2021 Capital Improvement Plan. It is estimated to cost \$1 million.

A motion was made by Bruce Spinney, seconded by Mr. Dauphinais, to allow the Chair to sign the request to MSBA. All members were in favor.

**Karl Chapin – Zoning Board of Appeals Full Board Member**

Karl Chapin was present. He was appointed in December as an Alternate, and since a full position has opened up, he would like to sit on the board full time. A motion was made by Mr. Padgett, seconded by Mr. Dauphinais, to appoint Karl Chapin as a full board member to the Zoning Board of Appeals. All members were in favor.

**Vote to sign – Contract for MRC Coordinator – Lindsey Fox**

Mr. McInerney explained that the Board of Health interviewed a number of candidates for this position and Lindsey is the person they are recommending the Board of Selectmen appoint. A motion was made by Mr. Spinney, seconded by Mr. Dauphinais, to appoint Lindsey Fox to the position of MRC Coordinator. Mr. McInerney explained that an advertisement was put out when we found out that Dawn Farmer, the previous

Coordinator was leaving. The Board of Health took the initiative to complete the search. All members were in favor.

### **Vote to allow Chair to sign – Amendment of Regulatory Agreement for Craftsman Village**

Mr. McNerney explained that the developer sent an email explaining that this agreement clarifies the financing for the Craftsman Village development. Both Joe Laydon, Town Planner, and Hinny Kremer, the Town Counsel, recommend signing this agreement. A motion was made by Mr. Dauphinais, seconded by Mr. Padgett, to allow the Chair to sign the regulatory agreement for Craftsman Village. All members were in favor.

### **Vote to sign – 2 Chapter 90 Applications for purchase of vehicles**

These two vehicles are from the Capital Plan. The two trucks being replaced are both over 15 years old. They have wear and tear. One costs \$159,000 and the other \$225,000. These have not yet been before DPW Advisory, due to their meeting schedule. We'd like to get these approved and in to Chapter 90 because it takes 10 months to build a truck. We have over \$2 million in Chapter 90 funds right now, we have been holding money back for larger projects. Mr. Dauphinais asked what size the truck was. Mr. McNerney replied that it was at least a 5-ton truck. Mr. Dauphinais asked why we were not using CIPC money. Mr. McNerney replied that there were not enough funds in CIPC to fund these trucks. Mr. Padgett asked if this was \$470,000 that the Town was not putting into the actual roads.

The Board of Selectmen would like to get the opinion of CIPC and the DPW Advisory Committee. A motion was made by Mr. Padgett, seconded by Mr. Dauphinais, to allow the chair to sign the Chapter 90 Application for the purchase of two DPW trucks. Bruce Spinney opposed this motion. All others were in favor. Motion was carried.

### **Vote to Exercise Right of First Refusal – 49 Flint Pond Road**

A motion was made by Mr. Padgett, seconded by Mr. Spinney, not to exercise the Board's right of first refusal to purchase the property at 49 Flint Pond Road. All members were in favor.

### **Vote to approve – Title change for Administrative Assistant to the Board of Selectmen to Assistant to the Town Administrator**

Mr. McNerney explained that he will come back before the Board with a Compensation and Classification Plan. The other part of this is a new title for the Board of Selectmen Administrative Assistant. He would like to replace Administrative Assistant to the Board of Selectmen with Assistant to the Town Administrator. A motion to approve this change was made by Mr. Dauphinais, seconded by Mr. Padgett. All members were in favor.

## **SELECTMEN REPORTS / TA REPORTS**

Mr. Padgett reported that the Library Committee submitted the application for the grant for the Library renovation project.

Mr. McNerney gave his updates. Two new employees began work today. The Veteran's Agent, Vivanna Marcotte and Principal Assessor Mary Oliver. Mr. McNerney will be speaking at the MetroWest Suburban Edge Community Commission at Tufts on the 10<sup>th</sup> of this month. This group is charged with identifying development challenges faced by smaller suburban communities. They then make recommendations to leverages local strengths to capitalize on state resources.

Last Friday, Joe Laydon and the Town Administrator met with real estate professionals at Mass Development. They are in the process of acquiring 33 acres along Route 30 for development. The state has looked internally to see what land could be repurposed for economic development. This development has been identified by the state as a priority. The town is interested in having a cell tower placed at the property at 21 Follette Street. The town is also interested in selling property that abuts Tony Rushwan on Westboro Road. We will need town meeting approval for both of these.

Tim updated the Board on the budget process, as well as the plan moving forward with the GIC and health insurance. The town is considering moving on from the GIC, depending on rates. The town is also out to bid right now for the Stowe Road Drainage project. Bids are due back March 10<sup>th</sup> at 2pm. The Town would like to bid out legal services and Common Repairs in the next month or so.

### **Recreational Marijuana**

Mr. Hanna requested that this item be on the agenda. He explained that CMRPC is developing a guidance for communities, relative to the moratorium and ballot questions. Mr. Hanna spoke to Senator Moore who is willing to come in and speak to the board regarding the legislation.

### **Economic Development/Route 140**

Mr. Dauphinais explained that there is a prime piece of real estate where the DPW Barn currently sits. He would like the Board to consider what to do with the property in the event that the new facility is approved.

At 8:35PM, a motion was made by Mr. Dauphinais, seconded by Mr. Padgett, to adjourn. All members were in favor.





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**BOARD OF SELECTMEN  
MEETING MINUTES**

February 28, 2017  
Municipal Center, Conference Room A  
7:00 p.m.

A regular meeting was called to order at 7:00PM. Present was Jen Thomas, Sargon Hanna, Craig Dauphinais, and Brook Padgett. Bruce Spinney was absent. Also present was Tim McInerney and Rebecca Meekins.

Jen Thomas read an announcement related to the Prudential Award to a young Grafton student. The Board congratulated this student.

**Joint Meeting to discuss Library and DPW Building Projects – Finance Committee, Library Building Committee, and DPW Building Committee**

Ms. Thomas explained that there was a preliminary discussion regarding funding for both of these projects and she felt it would be a good idea to bring committees together to discuss the possibility of both of these projects passing. The board is looking for feedback from the committee's present.

John Bechard was present from the DPW Building Committee. He stated that he felt that his committee was prepared for May, but they are looking for guidance from the Board of Selectmen and Finance Committee for the best way to move forward. Mr. Padgett stated that he felt the questions should be put together on the ballot. Mr. Currier of the Finance Committee felt that it should be up to the Town Meeting to decide how they would like to pursue the projects. There is no difference financially if the questions are together or separate at Town Meeting or on the ballot. Mr. Schwendmenn of the Finance Committee asked why the town could not place a smaller building on the existing site. Mr. Bechard responded that it would be short sighted to put money into a small building that will not fulfill the needs of the department, and then have to come back before the town in another 10 years for a new building to sustain the department. That would include a 4-5% increase each year in cost.

Mr. Dauphinais reminded all that the price tag and the site location were issues that arose at the last Town Meeting. The engineers came back and told us that the current parcel was not suitable for a full building. Mr. Dauphinais would like the town to consider what

the plan for the current parcel will be after the new building is complete. He suggested a warrant article on the warrant to that effect.

Mr. Bowman of the Library Building Committee stated that he felt the two projects should be together on the warrant and the ballot. Mr. Dauphinais disagreed and felt that it was not right to force residents to vote for both if they did not support both projects. Mr. Spinney entered the meeting at 8:08PM. Jen Thomas thanked all of the members for attending and bringing input that will be valuable in making the decision as to whether to split the questions or keep them under one article.

### **Recreational Marijuana – Memo from Planning Department**

Mr. Hanna read aloud the memo from the Planning Department regarding recreational marijuana. Representative David Muradian was present to discuss this matter. He informed the Board that there has been a committee established at the state level to deal with concerns related to the marijuana legislation.

At 8:42PM, a motion was made by Mr. Dauphinais, seconded by Mr. Spinney, to enter into executive session for the purposes of union negotiations. Roll call vote: Padgett: aye, Dauphinais: aye, Spinney: aye, Hanna: aye, Thomas: aye. All members in favor. The Board will enter back into open session for the purpose of adjourning.



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**BOARD OF SELECTMEN  
MEETING MINUTES  
SECOND AMENDED**

March 7, 2017  
Municipal Center, Conference Room A  
7:00 p.m.

A regular meeting was called to order at 7:00PM. Present was Sargon Hanna, Bruce Spinney, Jen Thomas, and Brook Padgett. Also present was Rebecca Meekins. Tim McInerney and Craig Dauphinais were absent.

Ms. Thomas passed over the Charter Review Committee to Maria Mast. Tim McInerney entered at 7:01PM.

**7:00 PM – Hearing on proposed changes to the Town Charter by the Charter Review Committee**

A motion was made by Mr. Padgett, seconded by Mr. Hanna, to open the public hearing. All were in favor.

Present from the Charter Review Committee was Don Clark, Skip Currier, Dennis Perron, Daryl Rynning and Tim McInerney. Mr. Perron presented the potential changes to the Town Charter. Robert Hassinger and Dave Robbins spoke to the Planning Board becoming an appointed entity. They both were concerned about that change. Daryl Rynning stated that the Committee is not for or against any of these options. These are the recommendations based on the facts that were heard.

A motion was made by Mr. Padgett, seconded by Mr. Hanna, to close the public hearing. These changes will be considered at the annual town meeting.

**Paul Cournoyer – Sewer Plant Expansion/Upgrade Update**

Paul gave a brief presentation on the upgrade. The project is on schedule to be complete in 2018. They are on schedule and on budget.

**Maria Mast – Review of potential By-Law changes for May Town Meeting**

Maria Mast, the Conservation Agent was present to discuss the bylaw changes. She explained that it was mostly housekeeping for updating language. Nothing will change the intent of the bylaws. Ms. Mast went through the desired changes. The Board asked that they commission hold a hearing to hear what the public's thoughts are.

**Joe Laydon – Review of potential By-law changes for May Town Meeting**

Mr. Laydon, the Town Planner, updated the Selectmen on the proposed warrant articles for Town Meeting. The first is the moratorium on marijuana establishments for recreational purposes. This follows the model around the state for the Town's that are adopting or already have adopted moratoriums. The Planning board is also proposing to add a portion of a parcel into the 43B expedited permitting section in North Grafton.

**Joint Meeting – School Committee and Finance Committee**

Present for this meeting was the School Committee as well as the Finance committee. Mr. Dan Gale gave a presentation on the School Department budget for FY18. Mr. Prisby asked if any of the new money was going towards state mandates. Both Mr. Gale and Ms. Turgeon stated that yes, it was. Mr. Prisby asked what the School Department was planning on cutting. Mr. Prisby stated that the town cannot sustain a 5.25% increase for the School Department each year. Ms. Thomas asked if overall staff has increased or decreased? Ms. Turgeon stated that the Town has more Aids and BLA's than other communities, but that out of district spending is low.

Mr. Carlson stated that the Town is looking at stable enrollment numbers over the next 10 years. At 9:32PM, the School Committee and Finance Committee left the meeting.

**Alicia Bergeron – Conservation Commission**

A motion was made by Mr. Spinney, seconded by Mr. Padgett, to appoint Alicia Bergeron to the Conservation Commission. All members were in favor.

**Vote to Exercise Right of First Refusal – 76 Buttercup Lane**

A motion was made by Mr. Padgett, seconded by Mr. Spinney, to exercise the right of first refusal not to purchase the property located at 79 Buttercup Lane. All members were in favor.

**Vote to approve – Pay as you Throw Bag Fee increases**

A motion was made by Mr. Hanna, seconded by Mr. Padgett, to increase the pay as you throw bag fees as presented by the Town Administrator. Bruce requested that the Board revisit the bag policy every two years. All members were in favor.

### **Vote to approve – Compensation and Classification Plan**

A motion was made by Mr. Hanna, seconded by Mr. Spinney, to approve the Compensation and Classification Plan as presented. All members were in favor.

### **SELECTMEN REPORTS / TA REPORTS**

Mr. Hanna informed the Board that the Fire Department came before the Capital Improvement Planning Committee. He suggested to the board that they be on an upcoming Selectmen's meeting to discuss the fleet assessment.

Ms. Thomas mentioned that the Board has been requested at a Coffee Hour in the Senior Center. She will coordinate with Barbara Connelly, the Director of the Senior Center, to organize.

At 10:02PM, a motion was made by Mr. Spinney, seconded by Mr. Hanna, to adjourn. All members were in favor.



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**BOARD OF SELECTMEN  
MEETING MINUTES**

March 21, 2017  
Municipal Center, Conference Room A  
7:00 p.m.

A regular meeting was called to order at 7:00PM. Present was Mr. Spinney, Mr. Hanna, Mr. Padgett, Ms. Thomas, and Mr. Dauphinais.

**7:00PM Pole Hearing – National Grid and Verizon – Powerline Drive**

A motion was made at 7:01PM to open the public hearing by Mr. Dauphinais, seconded by Mr. Padgett. Mr. Hanna read the public notice. All members were in favor. Jamie from National Grid was present. This is a request to place new poles on Powerline Drive. Jamie said that there was no issue with moving the poles to sit behind the sidewalk, similar to how they are along the road. A motion was made by Mr. Padgett, seconded by Mr. Spinney, to close the public hearing. All were in favor. A motion was made by Mr. Hanna, seconded by Mr. Dauphinais, to locate poles along Powerline Drive as presented in the map, so long as they remain in the town's right of way behind the sidewalk, if possible. All members were in favor.

**Mill Villages Advisory Committee**

The Mill Villages Advisory Committee was present. Phil Gauthier was present as a representative. The Committee would like to put in an irrigation system, redo the landscaping, fix the benches that were destroyed, and fix the boulders in the front of the park. Mr. Gauthier informed the Board that the Committee would come up with recommendations and prices for fencing and fixes, and will come back before the Board to discuss funding for those projects.

**Dave Crouse – To consider purchasing DPW Trucks with Chapter 90 Funds**

Dave Crouse, Highway Superintendent was present to discuss the two trucks that he requested Chapter 90 funds for. He gave out a handout regarding details and reasoning for needing to replace the vehicles. Mr. Crouse explained that there were only about 7,500 hours on the CAT loader that he wants to replace, but due to keeping it outside, it has significant wear and tear.

Mr. Dauphinais mentioned that 7,500 hours on a machine like that is not a lot. The second vehicle for replacement is a 1997 sander. This truck originally had a dump body that rotted off, so now the truck is only used as a sander. The replacement cost is \$214,000. A motion was made by Mr. Dauphinais, seconded by Mr. Hanna, to replace both pieces of equipment. All members were in favor.

### **Melinda Springer – Open Space and Recreation Committee**

A motion was made by Mr. Dauphais, seconded by Mr. Spinney, to appoint Melinda Springer to the Open Space and Recreation Committee. Mr. Hanna stepped outside and did not vote. All other members were in favor.

### **Ruth T. Anderson – Affordable Housing Trust**

A motion was made by Mr. Padgett, seconded by Mr. Spinney, to accept the resignation of Ruth Anderson from the Affordable Housing Trust and to send a letter of thanks for her service. All members were in favor.

### **Alex Sendzik – Administrative Assistant/Data Collector in the Assessor's Office**

A motion was made by Mr. Spinney, seconded by Mr. Padgett, to accept the resignation of Alex Sendzik from the Assessor's Office. All members were in favor.

### **Vote to approve – One day all alcoholic license for Cummings School of Veterinary Medicine at Tufts University.**

A motion was made by Mr. Spinney, seconded by Mr. Dauphinais, to approve the one day beer and wine license for Tufts University. All members were in favor.

### **Vote to sign – Vision Contract for Assessing Software**

Mary Oliver, Principal Assessor, was present to discuss this matter. She stated that the town has already secured the funds to make this transition to a new, higher quality assessing software. A motion was made by Mr. Spinney, seconded by Mr. Hanna, to sign the contract with Vision for assessing software. All were in favor.

### **Vote to allow chair to sign – Chapter 90 Application**

A motion was made by Mr. Padgett, seconded by Mr. Dauphinais, to sign the Chapter 90 application for the new traffic signals installed on Route 30 and 140. All members were in favor.

Mr. Hanna provided an update to the Board that the Capital Improvement Planning Committee has completed their report for the upcoming budget recommendation. Mr. Spinney mentioned that Affordable Housing Trust is planning to do some value



engineering on various sites. They will come before the Board to discuss moving forward with location on Hudson Street or Worcester Street.

April 19 at 10:30am is the Selectmen Coffee Hour in the Senior Center. Ms. Thomas mentioned to the Board that they would be receiving a copy of an evaluation to fill out for Tim.

### **Draft Resolution for Gas Pipeline**

Carol Sotiropolis was present to discuss this matter. She walked the Board through the main points of this resolution. Mr. Dauphinais stated that he felt the resolution should go to Town Meeting to allow the town to decide if it was for or against the pipeline. A motion was made by Mr. Padgett, seconded by Mr. Dauphinais, to support the resolution if points 2 and 4 were deleted from the proposed resolution. All were in favor except for Mr. Spinney. Motion was passed.

### **Citizens Petition – Banning plastic bags at retail locations in Grafton**

A motion was made by Mr. Spinney, seconded by Mr. Padgett, to support the petition. All members were in favor.

### **Purchase options for new Fire Truck**

Mr. Hanna asked the Board what direction it was taking with regards to the consultant's report, and the opinion of the Fire Department. He mentioned that the Fire Department came before CIPC. The Chief did not feel that it was cost effective to have one vehicle that makes the run on all the calls. The Board would like to have the consultant come back in with the Fire Department to discuss this.

### **Debt Exclusion for DPW and/or Library projects for May Town Meeting/Ballot**

A motion was made by Mr. Spinney, seconded by Mr. Dauphinais, to separate the Library project and the DPW project, and to approve the placement of debt exclusions for both projects on the ballot for the May 2017 election. All members were in favor.

### **Recreational Marijuana – Ballot consideration**

Mr. McInerney explained that the town sent this to Town Counsel. Planning will complete a warrant article for the moratorium. It is up to the Board of Selectmen to put the question before voters in May. Mr. Hanna mentioned that he was not comfortable placing this on the warrant because the state voted and the measure already passed. He felt that the Board should wait to make a decision until the State knows more about their plan.

## **MEETING MINUTES – 12/13/2016**

A motion was made by Mr. Spinney, seconded by Mr. Padgett, to approve the meeting minutes of December 13, 2016 as presented. All members were in favor.

At 10:35PM, a motion was made by Mr. Dauphinais, seconded by Mr. Spinney, to adjourn. All members were in favor.

DRAFT